

POSTGRADUATE RESEARCH STUDENT TERMS & CONDITIONS 2026-2027

These terms and conditions take effect for all enrolments for the 2026-2027 academic year.

Key Facts

Please note that these Terms and Conditions apply to undergraduate and taught postgraduate courses.

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 postgraduate research 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. Failure to abide by these Terms may result in the termination of your enrolment.
- 1.3 Your Programme of study is supervised by the University pursuant to an agreement with the Awarding Body (as defined below). You will be enrolled as a student of the University and your Programme will be supervised by the University, but your award will be conferred by the Awarding Body. The Awarding Body is responsible for the academic standards of your award.
- 1.4 The University will procure the conferral of your award by the Awarding Body upon successful completion of your Programme in accordance with the Regulations, Policies and Procedures.

2. DEFINITIONS

we/us/our/the University means Falmouth University.

you/your means you, the postgraduate research student or applicant who has received an offer from the University.

Acceptance Fee means the fee payable by you (where applicable) to the University upon acceptance of an offer of a place on a programme.

Articles and Instrument of Government means the University's constitutional governance document which can be found [here](#).

Awarding Body means the University of the Arts London.

Programme means your postgraduate research degree, as delivered by the University and validated by the Awarding Body.

Programme Information means the information relating to your programme of study provided to you by the University along with your offer letter.

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 Programme you are intending to study; and
- iii agree to abide by, comply and engage with our Terms and Conditions; and
- iv agree to pay or make arrangements to pay your tuition fees in accordance with the Fees Policy.

Fees Policy means the Fees Policy as found [here](#) and amended from time to time.

HESA means Higher Education Statistics Agency.

Intermittence means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study.

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

- i The published details of your Programme, including: award title; the range of different methods of study used on the Programme (for example, supervision, research training, seminars); supervisory meetings and expected independent research; the range of assessment methods for your award (for example, expected milestones, annual progress reviews, thesis submission and viva voce examination); the award you will receive from the Awarding Body on successful completion of your Programme; location of study or possible locations; maximum enrolment period;
- ii Our Admissions Policy; and
- iii These Terms and Conditions.

Regulations, Policies and Procedures means the following University's regulations, policies and procedures and, the academic regulations, policies and procedures of the Awarding Body:

[Regulations, policies and procedures](#)
[UAL Postgraduate Research Handbook & Regulations](#)

Sales Tax means any goods and services tax, VAT or equivalent sales tax.

Sanctions Authorities means (i) the United Nations, (ii) the United States government, (iii) the European Union or its Member States, (iv) the United Kingdom, and (v) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Controls of the US Department of the Treasury, United States Department of State, and His Majesty's Treasury, and "**Sanctions Authority**" shall mean any one of the foregoing individually.

Sanctions Regime means sanctions (including but not limited to a sanctions programme relating to economic sanctions, trade sanctions, export controls, embargoes or international boycotts) of any type administered, enacted or enforced by any Sanctions Authority.

Study Block means periods of study, of which students will typically attend two or three in each academic year, as set out below:

- Study Block 1: typically, between September and January.
- Study Block 2: typically, between January and May.
- Study Block 3: typically, between May and September.

Exact dates are available here: <https://www.falmouth.ac.uk/experience/term-dates>

Structured Learning Activities means a learning activity guided by a member of staff and provided to you as part of your Programme. This can, among other things, include seminars and tutorials on campus. The University uses *digitally enhanced learning and supervision* to augment your on-campus experience, this means learning activities may not only be provided face to face, but online synchronously (e.g. live) at a specific time or asynchronously (e.g. pre-recorded or a breakout collaborative task), or within a time window (e.g. over the course of a week or before another activity). All learning activities guided by a member of staff are part of our timetabled supervision and learning commitment to you.

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

3. YOUR RIGHT TO CANCEL OR WITHDRAW

- 3.1 If you decide to accept our offer of a place and then change your mind, you have the right to cancel at any time from the date you accept your offer and enter into the Contract, up to and including 21 days from the commencement of your Programme (including induction week) without giving any

reason (the “**Cancellation Period**”). If you cancel your contract within the Cancellation Period, you will have no further obligations and you will be given a refund of any tuition fees, Acceptance Fee and any applicable Sales Tax. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

- 3.2 If you exercise the right to cancel under clause 3.1 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.
- 3.3 If you withdraw from your Programme after the Cancellation Period, we will not refund the Acceptance Fee and your liability for tuition fees will be calculated in accordance with clause 3.5.
- 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). You can do this by:
- 3.4.1 sending a letter to: Student Records & Achievement, Penryn Campus, Treliever Road, Penryn, TR10 9FE; or
- 3.4.2 emailing: SRA@falmouth.ac.uk or pgr@falmouth.ac.uk
- 3.4.3 submit an application to withdraw via MyFalmouth; or
- 3.4.4 using the Model Cancellation Form (available in Appendix 1 of these Terms) but note you do not have to use the model form.
- 3.5 Depending on when you cancel the contract you may be obliged to pay a proportion of your tuition fees, as set out below.

Student type	Date of withdrawal or Intermittence	Tuition fees due
Home students	Within the first 21 days of the first Study Block	Tuition fees charged for weeks in attendance and the Acceptance Fee will be refunded in full
	After 21 days of commencement of the first Study Block until the end of the first Study Block	One third of the annual tuition fee
	After commencement of second Study Block	One third of the annual tuition fee per each Study Block attended
International students	Within the first 21 days of the first Study Block of the first academic year	Tuition fees charged for weeks in attendance and the Acceptance Fee will be refunded in full
	After 21 days of commencement of the first Study Block until the end of the first Study Block	50% of annual tuition fee
	After the commencement of the second Study Block	100% of the annual tuition fee

4. WHICH DOCUMENTS FORM THE STUDENT CONTRACT?

- 4.1 By accepting an offer of a place on a Programme, you accept these Terms and Conditions in full, which along with the following documents:
- 4.1.1 your offer letter; and
 - 4.1.2 the Regulations, Policies and Procedures;
- form the contract between you and the University (the “**Contract**”).
- 4.2 The Contract is subject to these Terms and Conditions and is created once you accept the offer. This includes acceptance through any agency where applicable. Your ability to take up the offer of a place may depend on you meeting certain conditions as set out in your offer letter.

5. APPLICATION AND ADMISSION

5.1 Application and Enrolment

- 5.1.1 If your application is successful upon review, you will receive a conditional or unconditional offer. If your offer is conditional, we will set out the conditions in your offer letter which you will need to fulfil in order to be admitted onto your Programme of study. If you have not fulfilled the conditions of your offer before the date notified to you in your offer or any other date notified to you, we reserve the right to withdraw your offer.
- 5.1.2 The unconditional offer from the University outlines the specific award you are eligible to join and provides instructions on how to complete enrolment.
- 5.1.3 We may withdraw or amend your offer before it is accepted, without liability to you for the following reasons (without limitation):
- i if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application;
 - ii you fail to provide a satisfactory criminal record/Disclosure and Barring Services (DBS) check (if requested);
 - iii you are found to have a criminal conviction, caution, or pending criminal proceedings (including custodial sentencing) which, in the University's reasonable opinion, renders you unsuitable for the Programme or poses a risk to the University community;
 - iv you fail to pay your Acceptance Fee (if applicable) by the date set out in your offer;
 - v you fail to provide evidence that you have been awarded the Academic Technology Approval Scheme (“**ATAS**”) certificate (including compliance with its terms);
 - vi you fail to pass an occupational health check (subject to the University's obligations under the Equality Act 2010 in respect of students with disabilities);
 - vii you fail to demonstrate that you have the correct immigration permission to study in the UK, or fail to comply with any immigration conditions;
 - viii if we reasonably consider that you are not fit to study or that commencing your studies would present a risk to your health, safety or wellbeing (for example, where we consider it appropriate to defer your place);
 - ix if we reasonably consider your enrolment would present a risk to the safety or wellbeing of the wider student community; and/or
 - x your offer is for an online Programme and you are unable to access the online learning platform or Programme from your country of residence due to legal, regulatory or technical restrictions and/or the delivery of the Programme would expose the University or any of its partners to any risk of contravening, or exposure to the risk of penalty, prohibition or restriction under any Sanctions Regime.

- 5.1.4 Students who have queries regarding the admissions process should contact Applicant Services by emailing: applicantsservices@falmouth.ac.uk

5.2 Re-enrolment

- 5.2.1 You will be required to re-enrol at the beginning of each year of your Programme. Re-enrolment is only permitted where you have demonstrated satisfactory progress as determined by the University's Research Degrees Committee and the Awarding Body.
- 5.2.2 Any student, new or continuing, who has not completed enrolment by 1 October will be contacted via email with a warning that failure to enrol by the 31 October may result in withdrawal. You may choose not to re-enrol. In such circumstance, you will be liable to pay a proportion of your tuition fees, as set out in clause 3.5.
- 5.2.3 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.
- 5.2.4 These Terms continue to apply for as long as you remain enrolled on your Programme unless terminated earlier as permitted within these Terms and Conditions.

5.3 Changes to Regulations, Policies and Procedures

- 5.3.1 The University and the Awarding Body may make changes to the University's Articles and Instrument of Government, and the Regulations, Policies and Procedures which we reasonably consider necessary and of benefit to our students (for example, in the light of changes in the law, the requirements of 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 changes affecting them via email or on our website and the University will take all reasonable steps to minimise disruption to students wherever reasonably possible. The updated Regulations, Policies and Procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

6. TUITION FEES, PAYMENT AND DEBT

6.1 Amount of tuition fees

- 6.1.1 The tuition fee applicable to your Programme is set out in your offer letter. If you pay your tuition fees to us, then our Fees Policy will apply. Your offer letter may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#).
- 6.1.2 Tuition fees are set, reviewed and published by the University on an annual basis.
- 6.1.3 By enrolling on your Programme, you are agreeing to pay the tuition fees and any applicable Sales Tax, make arrangements to pay your tuition fees and any applicable Sales Tax or to provide acceptable evidence that any sponsor has agreed to pay part or all of your fees.
- 6.1.4 If someone else (e.g. an employer) pays your fees but subsequently fails to do so, you will become responsible for payment.
- 6.1.5 Your tuition fees will cover the assessments and research milestones necessary to complete that period of study, including any referral or resubmission permitted under the Regulations, Policies and Procedures. A period of study means the period expected to be completed within the timeframe of your enrolment.

- 6.1.6 Unless stated otherwise, the Programme fees do not include any charges for residential accommodation, extensions to the designated period of study, registration fees, travelling expenses, or other miscellaneous expenses which may be related to your Programme. Extensions to the period of study may incur an extra charge.

6.2 Writing Up Fees

- 6.2.1 Once you have applied for, and been approved as being in, writing up mode, you will benefit from a reduced fee rate known as the writing up fee. The writing up fee is lower than the standard tuition fee and reflects the fact that you will primarily be completing your thesis rather than undertaking active research or supervision. The writing up fee is subject to an annual review and may increase each year, but any such increase shall not exceed 10% of the previous year's writing up fee. If you do not complete writing up within the specified timescale you may be required to re-register and pay further tuition fees in accordance with the Fees Policy.

6.3 Additional Costs

- 6.3.1 **There may be additional costs associated with your Programme, ("Additional Costs").** Additional Costs are not compulsory and will vary depending on your individual research project and the choices you make during your Programme. As such costs are driven solely by you and will depend on your particular circumstances.

6.4 Acceptance Fee

- 6.4.1 Both home and international students are required to pay an Acceptance Fee, except where you are in receipt of a studentship or a staff fee waiver. The amount of the Acceptance Fee you must pay and the date for payment are set out in your offer.
- 6.4.2 Your Acceptance Fee will be deducted from the first instalment of tuition fees that you are due to pay.
- 6.4.3 Acceptance Fees are non-refundable except where:-
- i you cancel your acceptance of a place within the Cancellation Period (see clause 3);
 - ii you do not meet the conditions of your offer of a place on the Programme and you have provided proof that you do not meet the conditions of your offer by the deadline specified in your offer, however if the University decides (at its discretion) to confirm your place on the Programme, notwithstanding that you have not satisfied the academic conditions of your offer, then your deposit will not be refunded;
 - iii you are required to undertake an English language test to satisfy the English language requirements of your Programme, and specifically you undertook the test in the three months prior to the start date of your Programme, and you failed to provide evidence to the University by the deadline specified in your offer that you took the test and did not meet the language requirements specified in your offer;
 - iv you are an international student and unable to obtain a student visa necessary to study on the Programme and the University is satisfied that you took all reasonable steps to ensure that you obtained your visa prior to commencing your Programme and that the failure to obtain the visa was not your fault; or
 - v we withdraw your offer, Programme or make substantial changes to your Programme before you enrol, in accordance with clause 8.6.1.

6.5 Funding administered by the University

- 6.5.1 The tuition fees for your Programme may be funded by a third party, which are paid directly to the University on your behalf. For example, your tuition fees may be funded by UKRI, charitable foundations or trusts, the NHS, international governments or professional bodies.

Your tuition fees may also be paid for by the University, or a mixture of funding via a third-party sponsor, the University and/or the student themselves.

- 6.5.2 If your tuition fees are funded by a third party, then the University will enter into a studentship agreement with the third party which will include the terms and conditions applicable to the funding.
- 6.5.3 The studentships and fee reductions we offer will vary from year to year; details can be found on our website [Research Degrees](#). If you are in receipt of a studentship and/or discount, details will be set out in your offer letter and will be subject to the applicable studentship terms and conditions in accordance with clause 6.5.2.
- 6.5.4 If you are in receipt of a studentship, you will not be required to pay any applicable tuition fees for the duration of your studentship. However, writing up fees and registration fees may become payable once your studentship has expired, in accordance with the Fees Policy. Your studentship funding (including any bursary and tuition fee funding) is subject to demonstration of satisfactory progress at designated research milestones and subject to the approval of the University's Research Degrees Committee and the Awarding Body. If you do not submit your thesis for final examination within your funded period and are required to re-register for any subsequent academic year, you will become personally liable for tuition fees.

6.6 Students in receipt of postgraduate doctoral loans

- 6.6.1 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company, you are responsible for making payments to the University directly.

6.7 Self-funded students

- 6.7.1 Tuition fees for postgraduate research students are payable each year in three equal instalments, as follows:
 - i the first payment will be due on 1 October;
 - ii the second payment will be due on 1 February; and
 - iii the third payment will be due on 1 June.
- 6.7.2 You are not required to make payment of tuition fees before or on enrolment.
- 6.7.3 You will be invoiced for your tuition fees at the start of the first Study Block following your enrolment.

6.8 Sponsored students

- 6.8.1 If you are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, you should provide a valid sponsor letter before enrolment. Where the University is informed directly by Student Loans Company or the NHS of approved funding, the relevant body will be invoiced directly for your tuition fees. Any balance of fees not covered by such funding will be invoiced to the student and will be payable under the terms set out in clause 6.7 above.
- 6.8.2 The invoice for your Programme fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non-payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If you are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to you in the same way as for other self-funding students (as set out in clause 6.7 above), and the amount for payment will be specified in your offer.
- 6.8.3 If you are a sponsored student, and your sponsor does not pay the fees on your behalf, you will be liable to pay the fees to the University.

6.9 Making Payment

- 6.9.1 It is your responsibility to make arrangements to pay your tuition fees and applicable Sales Tax in accordance with the payment terms and conditions set out in the offer and outlined in these Terms and Conditions.
- 6.9.2 All payments must be made using one of our advertised payment methods. The University accepts no responsibility for payment of tuition fees by direct bank transfer into the University's bank account. The University's advertised payment methods can be found in the University Fee Policy.
- 6.9.3 Please take care when deciding how to pay your tuition fees and applicable Sales Tax and be aware of frauds and scams to help protect yourself. The University's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if you choose to use an alternative payment method you may be putting yourself and your funding at risk of scams and frauds.
- 6.9.4 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.9.5 Where the payer of your fees is an individual and not a formal sponsor/external corporate body, then there must be a known evidenced relationship between you and the payer (for example, a parent/guardian or close family member).
- 6.9.6 For compliance purposes, the University may require you to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon the University's reasonable request and without delay.
- 6.9.7 Where unauthorised funds are received into the University's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) the University may return funds back to the payer, and you will be required to make direct payment to the University immediately. Any return of funds may potentially result in a financial loss to you and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by the University as a result of returning funds to you.
- 6.9.8 Where a debit or credit card payment received by the University is subsequently disputed by the cardholder and the University agrees to return the funds back to the payer, if there is a tuition fee balance owing, you will be required to make payment to the University immediately.
- 6.9.9 The University reserves the right to withdraw your offer where any payment made by you to the University is reported to the University by the card acquirer as being fraudulent.

6.10 Non-Payment or Late Payment of Tuition Fees

- 6.10.1 If you do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, the University will send you a written notification requesting that you make payment within 28 days. If you fail to pay by the date specified in the written notification one or more of the following may happen:
 - i we may terminate your Contract such that you will no longer be able to participate in your Programme and/or your registration as a student at the University will be terminated;
 - ii you may be suspended such that you will no longer be able to participate in your Programme;

- iii you may be prohibited from accessing supervision, undertaking assessments or submitting research work (including upgrade reports and your thesis);
- iv you may be prohibited from using library or computing facilities or services;
- v you may be prohibited from accessing online research resources, Programme content and/or discussion forums;
- vi you may be prohibited from attending seminars, laboratory meetings, or participating in any research activities;
- vii your access to student records may be removed;
- viii you may not be allowed to enrol or re-enrol;
- ix you may not be allowed to graduate or attend any graduation ceremony of the University or the Awarding Body;
- x your results may be withheld; and/or
- xi we may procure that the Awarding Body does not issue your award.

6.10.2 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

6.10.3 Students whose registration at the University is suspended or terminated under clause 6.10.1i above remain liable for payment of outstanding tuition fees and applicable Sales Tax.

6.11 Tuition fee variations

6.11.1 Many Programmes last several years, and Falmouth University reserves the right to increase your tuition fees each year, reflecting the changes in the costs of delivering your Programme, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew Falmouth University's facilities (for example, buildings, IT and library facilities) and inflation. Falmouth University therefore reserves the right to increase tuition fees annually to recognise these changes (as set out below).

6.11.2 In any event, a tuition fee increase for a current or continuing student shall not exceed a 10% (ten percent) increase on the previous academic year's tuition fee.

6.11.3 Where tuition fee increases are applied, we will aim to give affected students no less than three months' written notice before the start of the academic year to which the tuition fee increase is intended to apply.

6.12 If you withdraw from your Programme, you may still be liable for some or all of the tuition fees and any applicable Sales Tax. Any liability will be calculated in accordance with clause 3.5. 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 published information about eligibility for awards, and certificates of the Awarding Body, and exclude you from attending a graduation ceremony of the Awarding Body until you have cleared the debt. Academic references will also not be provided until you have cleared the debt.

6.13 Failure to make payment in accordance with the Fees Policy that applies to you may result in the termination of your enrolment.

7. IMMIGRATION REQUIREMENTS

7.1 You will only be able to enrol on your Programme 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 documents to prove this at any point during your studies.

8. YOUR PROGRAMME

- 8.1 The University designs programmes and the research, supervision and training that contributes to them to be delivered via a range of methods that are most appropriate to the intended learning and research outcomes. This means that your Programme will make use of a range of Structured Learning Activities, including supervision meetings, research training and seminars.
- 8.2 You are expected to participate in all structured aspects of the Programme. These will include all sessions of the Research Student Development Programme (RSDP), all seminars, lectures, showings and group sessions deemed relevant by your Director of Studies, and the fortnightly core sessions of RSDP that take place throughout the first year of study and the Autumn, Spring and Summer Research Student Symposiums.
- 8.3 The method of delivery for your Programme will be stated in your offer. Please note that face-to-face learning will be delivered in Falmouth. If the University has to change the method of delivery of your Programme during an academic year, this may constitute a change to your Programme (please see below).

8.4 Programme Changes

- 8.4.1 Once you have accepted your offer, whilst reasonable efforts will be undertaken to deliver your Programme as set out in the Contract, due to the time period between the publication of course advertising and marketing information and registration on your Programme, circumstances may arise where changes may be required to your Programme. Examples of “changes” include changes to the content or structure of your Programme, supervisory arrangements, or to the location or method of supervision or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):
- i where changes are in students’ overall interests, for example because of developments in supervision or learning practice, technology, updates to Programme curriculum, or new assessment methods;
 - ii where a Force Majeure Event, or campus redevelopment or restructuring means that learning locations change to a different site;
 - iii where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body’s requirements (e.g. for architecture students where the Architects Registration Board or the Royal Institute of British Architects issues new guidance), or changes to immigration rules or other laws/regulations;
 - iv where a key member of staff (such as a supervisor) is no longer available (e.g. through illness or resignation) and suitable alternative supervision arrangements are provided, or the focus of your research project changes and the University (in its discretion) decides that a different supervisor is better placed to supervise you); and/or
 - v due to a Force Majeure Event (see clause 17), it may sometimes be necessary to vary the content of the Programme or services.
- 8.4.2 If the University sponsors you under a student visa, Programme changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your Programme, you should speak to us before taking any action.
- 8.4.3 The University is committed to providing appropriately qualified staff to supervise on its awards, but it does not commit to ensuring that any individual will supervise on any given project. Where these members of staff leave the University, take leave or otherwise become unavailable to supervise then they will be replaced by either existing or new staff appointed by the University.

8.5 Programme Cancellation & Suspension

- 8.5.1 Once you have accepted your offer, whilst reasonable efforts will be undertaken to deliver your Programme in accordance with the Contract, circumstances may arise where your Programme may be required to close. Examples of where Programme closure may be made or required are (without limitation):
- i where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the University's staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;
 - ii where regulatory or government requirements mean that changes must be made to ensure compliance which we cannot reasonably accommodate;
 - iii where campus redevelopment or restructuring of the University means that a learning location becomes unavailable; or
 - iv if we are the subject of Force Majeure Events (see clause 17) which mean we can no longer deliver the Programme as expected.
- 8.5.2 If we cancel a Programme prior to your enrolment, we will endeavour to provide you with at least one month's notice in writing and seek to offer you a suitable alternative award or mode of study on your Programme for which you are qualified (at no additional cost to you). If no such award or mode of study can be offered or you are not content to transfer to the alternative award or mode of study we suggest, we will support you in finding an alternative programme at an alternative higher education institution.
- 8.5.3 Any refund or compensation application in relation to a Programme closure would be considered in accordance with the Refund and Compensation Policy.

8.6 Consequences of changes to Programmes or closure of Programmes

Changes to Programmes before enrolment

- 8.6.1 If we have to change your Programme or supervision, we will use reasonable efforts to ensure that changes are kept to a minimum, but if substantial changes are required to be made to your Programme (as against the commitments made in your offer and as reasonably determined) before you enrol at the University, these changes will be brought to your attention as soon as possible and if you no longer wish to continue on the amended Programme, you may either:
- i terminate the Contract and/or withdraw your application for the Programme without any liability for tuition fees and with the University issuing you with a full refund of any and all tuition fees and Acceptance Fee and any applicable Sales Tax you have paid; or
 - ii transfer to another award or mode of study on your Programme (if any) as may be offered and for which you are qualified.

Changes to Programmes or closure of Programmes post enrolment

- 8.6.2 Where changes or Programme closure is proposed or have to be made for the reasons outlined at clauses 8.4 and 8.5 above, the University will take all reasonable steps to minimise disruption to students (including where your Programme is closed and the University is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to another award or mode of study on your Programme (i) at the University for which you are qualified; or (ii) at an alternative higher education provider).
- 8.6.3 In the case of minor changes as reasonably determined by us, (for example, minor variations to your research project), reasonable efforts will be taken to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.
- 8.6.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, students will be consulted (where possible and appropriate) to seek their views

on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes which are to students' benefit will not normally be "substantial". Examples of substantial changes are (without limitation):

- i significant changes to your research question or hypothesis;
- ii significant alteration of your core methodology;
- iii change in theoretical framework;
- iv broadening or narrowing the scope of your research that fundamentally alters the project resulting in the project being significantly smaller or larger than the research which was initially approved by the University;
- v any other change likely to significantly impact the project timeline or research degree milestones such as the upgrade or the submission of the final thesis.

8.6.5 If substantial changes are made to your Programme (as against the commitments made in your offer and as reasonably determined) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your Programme, you must notify us of this in writing, following which you may be offered a suitable alternative programme for which you are qualified.

8.6.6 If you agree to transfer to an alternative award or mode of study on your Programme as may be offered to you (and for which you have the requisite qualifications), if the tuition fees for the alternative award or mode of study of Programme are:

- i higher than the tuition fees for the original Programme, you will only be liable to pay the fees for the original Programme for which you applied and which is no longer available to you;
- ii lower than the tuition fees for the original Programme, you will only be liable to pay the lower fees for the alternative programme.

8.6.7 If you are unhappy with the alternative programme offered to you or you are not offered a suitable alternative programme, you may end your Contract with immediate effect by emailing SRA@falmouth.ac.uk. The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees and any Sales Tax you have paid, as well as compensation, depending on the circumstances and a reasonable determination will be made as to whether a full or partial refund and/or compensation is due in accordance with the Fees Policy.

8.6.8 You should consider your options carefully before terminating your Contract in such circumstances.

9. DEFERRALS

9.1 If you wish to defer your studies prior to Enrolment, please refer to the Admissions Policy for full details on the process and requirements. Deferral is only available before you have enrolled on your Programme. Once you have enrolled, any approved period of time away from your studies will be treated as Intermittence and will be subject to the [relevant Regulations, Policies and Procedures].

10. COMMUNICATIONS

10.1 We will communicate with you about your offer of a place on your Programme using the contact details provided to the University.

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

- 10.3 Once you have become a student (enrolled), both the University and the Awarding Body, will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:
- 10.3.1 Your University email address. We expect you to check your University email account regularly and frequently both during and outside of term time. Failure to check your messages will not be accepted as a suitable reason for failing to meet your milestones or assessment requirements. 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);
 - 10.3.2 Our virtual learning environment and Microsoft Teams;
 - 10.3.3 The Falmouth.ac.uk website and MyFalmouth App;
 - 10.3.4 The phone numbers you provided at registration;
 - 10.3.5 By post to either your term-time or your home address; and
 - 10.3.6 The Falmouth University social media channels may be used to post general messages to students in exceptional circumstances (e.g. a failure of campus IT systems).
- 10.4 While you are studying with us, it is important to inform the University if there are any changes to your address, phone number, or email address. We have a legal requirement to record your term time address whilst you remain enrolled at the University. It is your responsibility to ensure your term time address is correct and if this changes, you must inform the University of your new address within 14 days.

11. TRUSTED CONTACT/NEXT OF KIN

11.1 Providing the university with details of your trusted contact

- 11.1.1 We want to support you in your studies and as part of our overall approach to your wellbeing and safety we ask you to provide details of a trusted contact as part of the annual registration process.
- 11.1.2 It is your choice who you nominate as your trusted contact. Typically, it would be a parent, carer, guardian, or family member. Your trusted contact should be able and willing to support you in very serious circumstances.
- 11.1.3 You should ensure that your trusted contact is:
 - i aware that they have been nominated; and
 - ii aware that their contact details (which would wherever possible include a phone number in order to make swift contact) have been given to the University for this purpose.

11.2 Providing the university with details of a next of kin

- 11.2.1 A 'next of kin' is usually a family member with whom you have the closest relationship. Your trusted contact and 'next of kin' may be the same person.
- 11.2.2 The reason that we ask about 'next of kin' is because there are some circumstances where this information can help us to support you. These circumstances include where we need to work with other agencies such as the NHS in the event of serious illness.
- 11.2.3 Your trusted contact and next of kin details are held on the University's student records system (SRS) in accordance with our Current Students Privacy Notice. You are able to update this information at any time by logging into MyFalmouth. It is important that you ensure you keep this information up to date as we will assume that the trusted contact you

provide is someone who you trust and would not cause any detriment to your wellbeing e.g. where there may be a relationship breakdown or change of familial circumstance.

11.3 Circumstances under which the University may use your trusted contact and/or next of kin details

- 11.3.1 Where there are very serious concerns about your safety or wellbeing, we may decide to share information about you with your trusted contact and/or next of kin without your consent. We would only do this where we believe that it is necessary; for example, where you are involved in, or where there is the risk of, an incident or very serious event where we believe you or others may come to serious or lasting harm.
- 11.3.2 When we make the decision to share information about you without your consent, we would consider any potential risks involved and how to mitigate them, for example sharing only what is necessary and your safety with your privacy and wishes.
- 11.3.3 Every instance where we decide to get in touch with your trusted contact and/or next of kin is considered and assessed on the circumstances. Some examples of this could include (but are not limited to):
 - i Where you have unexpectedly been admitted to hospital for non-routine treatment;
 - ii Where you have not been seen for an extended period of time – for example not seen in your accommodation or not engaging with your studies – and you cannot be contacted to confirm your safety and wellbeing;
 - iii Where you have an ongoing illness which appears to be significantly deteriorating;
 - iv Where you are experiencing a serious mental health crisis;
 - v Where you are behaving in ways which may pose a significant risk to your own or others' safety and wellbeing;
 - vi Where you have been a victim of a serious crime; and
 - vii Where other agencies for example emergency services (ambulance, police) and the NHS ask for 'next of kin' details in order to support you in immediate and vital circumstances. The circumstances for each situation will be considered and it might not be appropriate to contact your trusted contact.

11.4 How the University decides to contact your trusted contact/next of kin

- 11.4.1 A decision to get in touch and share information about you with your trusted contact and/or next of kin without your consent would be taken by a University senior manager with advice from the Director of Student and Library Services or Head of Student Support.
- 11.4.2 We would usually inform you of our intention to get in touch with your trusted contact/next of kin without your consent unless to do so may increase the risk of harm to you or another person.
- 11.4.3 Where we share personal information about you to your trusted contact/next of kin we keep a record, which may include the reason for this decision, what information has been shared, who it has been shared with and the time and date that it took place.
- 11.4.4 If we contact your trusted contact or next of kin about a particular incident this does not mean that we will have an ongoing dialogue with them. In cases where we have contacted your trusted contact, we will encourage wherever possible, that they make appropriate contact with you to ensure connection, openness and that a supportive framework is in place.

11.5 If your trusted contact/next of kin contacts the University

- 11.5.1 If your trusted contact or next of kin contacts the University, we would not share specific information with them about you (such as your marks or contact details) unless there was a prior agreement in place, for example if you had agreed this as part of a support process.

- 11.5.2 If your trusted contact or next of kin contacts us and is concerned for your welfare, we would usually seek to contact you before any information is shared. If we cannot contact you, we will use the guidelines outlined above to decide whether to share information with your trusted contact.

11.6 Concern

- 11.6.1 If you have any concerns about this process and would like to discuss it with someone, please email: studentservices@fxplus.ac.uk.

12. CRIMINAL CONVICTIONS

- 12.1 You are required to inform the University if you are convicted of a criminal offence for which a custodial sentence (prison) may be imposed: (i) at any time after you have accepted your offer but before commencing your Programme; and (ii) while enrolled as a student. 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 Contract if you are unable to attend for a given period of time) and to members of our community.
- 12.2 You should refer to the University's Criminal Convictions Policy, which applies to applicants who have accepted an offer and enrolled students. The policy is available here: [Criminal Convictions Policy](#).

13. DISABILITIES

- 13.1 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.
- 13.2 Even if you have already disclosed a disability, please make sure you contact our 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. Further information is available at <https://studyhub.fxplus.ac.uk/accessibility-inclusion>.

14. ATTENDANCE AND CONDUCT

- 14.1 You agree to:
- 14.1.1 comply with these Terms and Conditions;
 - 14.1.2 comply with our Regulations, Policies and Procedures;
 - 14.1.3 maintain and evidence an immigration status that entitles you to undertake your Programme; and
 - 14.1.4 behave with tolerance and respect towards all members of the University's community.
- 14.2 You are required to fulfil the academic requirements of your Programme, including but not limited to, timely submission of progress and upgrade reports, attending meetings with your supervisory team, attendance at viva examinations, and any other research-related activities and Structured Learning Activities that form part of your Programme 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.
- 14.3 Please ensure that you and your supervision team remain aware of the forthcoming milestones as set out in your offer letter.

- 14.4 We monitor attendance and/or engagement with Structured 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 activities (e.g. lectures and seminars) and/or at the Student Administration office, within a designated timeframe.
- 14.5 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 your participation in and engagement with your studies more generally.
- 14.6 The University may terminate your enrolment where you consistently fail to attend or engage with Structured 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 (available here: [Regulations, Policies & Procedures for Students](#)).
- 14.7 You must carry your student ID card at all times whilst on University premises, and may be asked to produce it at any time by a member of staff (this includes staff of the University and its partner organisation FX Plus) as proof of studentship and/or for identification purposes. Failure to comply when it is reasonable to require that such information is given may be regarded as a breach of discipline.
- 14.8 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/experience/support/chaplaincy.

15. DATA PROTECTION, DISCLOSURE OF PERSONAL INFORMATION AND COPYRIGHT

- 15.1 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, including with the Awarding Body, we have security measures in place to ensure your privacy is not affected.
- 15.2 You can refer to:
- 15.2.1 the University's [Data Privacy](#) policy; and
 - 15.2.2 the Awarding Body's General Data Protection and Privacy Policies (available [here](#)), for more information about how we use and process your data.
- 15.3 Our Privacy notice provides Statutory information under the EU's 2016/679 General Data Protection Regulations (as incorporated into UK law under the European Union (Withdrawal) Act 2018 (UK GDPR), and the Data (Use and Access) Act 2025 (as amended)) and the UK's Data Protection Act 2018 c.12 about how we collect, use and share your data.
- 15.4 Our systems provide your photo and name to staff with responsibility for the delivery of all or part of your Programme (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).
- 15.5 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.

- 15.6 Where contractually required, we may disclose information relating to your academic progress to your sponsor.
- 15.7 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>.
- 15.8 We are required to pass your contact details to survey contractors to carry out the National Student Survey (NSS) at 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. These organisations and their contractors will use your details only for that purpose and will then delete them.
- 15.9 Further information on these surveys and the HESA notices can be found on the Falmouth website at www.falmouth.ac.uk/hesa-notices. Further information may be found here www.hesa.ac.uk/fpn.
- 15.10 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.
- 15.11 You shall own the copyright in any creative work you create in the course of your studies at the University. In relation to your creative work (including any representation or reproduction of that work), the University shall be entitled without payment of any fee or royalty:
- i To reproduce the work for educational and promotional purposes. This would include, by way of example, reproduction of the work in academic publications, promotional materials, websites, print and digital advertising, exhibition stands, catalogues or flyers, databases, leaflets and prospectuses; and/or
 - ii To exhibit the work to the public during the course of your studies at the University, including any exhibition of the work during the summer of your final academic year at the University; and/or
 - iii To exhibit the work to any third party in connection with your studies or in connection with the University's academic and/or research purposes.
- 15.12 If the University wishes to reproduce your creative work for any commercial purpose, such reproduction shall be subject to an individual license on fair and reasonable terms to be negotiated and agreed with you.
- 15.13 For the purpose of clarification, advertising and promotion of the University, its programmes, students, staff or their work does not constitute 'commercial' use, in relation to marketing and recruitment activities undertaken by the University.
- 15.14 For the purpose of clarification, all students registered as students of the University, inclusive of online and partner students, are subject to application of intellectual property rules as they form part of our rules and regulations. Further guidance can be found [here](#)

16. TERMINATION

- 16.1 Subject to us complying with the Regulations, Policies and Procedures, 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 Programme;

- ii You have failed to meet the conditions of your offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - iii You do not pay your tuition fees, any applicable Sales Tax or Additional Costs to us within the timeframe specified by the University, following notification that your payment is overdue;
 - iv Where your behaviour represents a significant risk to the health, safety or welfare of yourself or others;
 - v It becomes apparent that the delivery of the Programme to you would expose the University or any of its partners to any risk of contravening, or exposure to the risk of penalty, prohibition or restriction under any Sanctions Regime;
 - vi A Force Majeure Event prevents us from providing your Programme for longer than one Study Block or 16 weeks (whichever is shorter);
 - vii You have failed to meet the requirements of your Programme or fail to make satisfactory progress with your research, as set out in the Regulations, Policies and Procedures (including, without limitation, in respect of your attendance or engagement with supervision or completion of research milestones such as upgrade or transfer, annual progress reviews or timely submission of your thesis);
 - viii You are found guilty of a serious breach of the Regulations, Policies and Procedures at a disciplinary hearing;
 - ix You do not meet your obligations as a sponsored Student or you no longer have immigration permission to study in the United Kingdom or 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;
 - x You break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
 - xi If you fail to maintain employment required as part of your Programme, regardless of cause or fault; or
 - xii You are convicted of a criminal offence for which a custodial sentence may be imposed, following a risk assessment carried out by the University in accordance with the University's Criminal Convictions Policy, and the University determines that you are unable to successfully engage with your Programme and/or your continued enrolment poses an unacceptable risk to the University community.
- 16.2 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 Programme. If, at the time of termination you have enrolled, we shall be entitled to require you to stop studying on your Programme and leave the University immediately.
- 16.3 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.
- 16.4 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).
- 16.5 Provided the action taken to terminate the Contract is in accordance with the University's Policies and Procedures, the University will not be liable for any loss or damage which you may suffer as a result.
- 16.6 If we cancel the Contract in accordance with clause 16.1, you may be liable for tuition fees and any Sales Tax in accordance with the Fees Policy.

- 16.7 If the Contract has been terminated (for any reason), you will no longer be entitled to access supervision, participate in any research activities or undertake any assessment on the Programme.

17. EVENTS OUTSIDE OF OUR CONTROL

- 17.1 The University will do all that it reasonably can to provide your Programme as described on our website and in other documents issued by the University to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme. We shall not be liable to you for any failure in the delivery of the Programme arising from matters outside our reasonable control, provided we fully comply with our obligations under this clause 17. Such events may include: industrial action which it is not within the capacity of the University to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a **"Force Majeure Event"**). We will communicate with you about the impact of a Force Majeure Event on your studies and the steps being taken to mitigate disruption. Communications will include the nature and expected duration of disruption, changes to supervision, research or assessment, and support available.
- 17.2 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative programme of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Programme and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 17.3 If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more and you are not satisfied with any such steps to mitigate the disruption caused, you will be entitled to:
- 17.3.1 defer your Programme, if you have not yet enrolled on to your Programme;
 - 17.3.2 interrupt your studies, if you are currently enrolled on your Programme;
 - 17.3.3 accept a place on a suitable alternative programme offered to you by the University; or
 - 17.3.4 terminate your Contract with immediate effect by contacting SRA@falmouth.ac.uk.
- 17.4 Should you terminate your Contract pursuant to clause 17.3, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees and Sales Tax you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).
- 17.5 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative award or mode of study on your Programme at the University (in line with clause 17.3.3 above) or an alternative higher education institution and you may wish to contact the Postgraduate Research team or Student Records & Achievement to discuss this.

18. LIMITATION OF OUR LIABILITY TO YOU

- 18.1 Nothing in these Terms and Conditions will limit or exclude our liability:
- i for death or personal injury arising from our own negligence; or
 - ii for fraud or fraudulent misrepresentation; or
 - iii in respect of any other liabilities which may not be lawfully excluded or restricted.
- 18.2 The University shall not be liable and expressly excludes liability for:

- i damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- ii for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University;
- iii financial or other consequential loss where such loss or damage is a result of theft, fire or flood unless caused by our negligence;
- iv any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event, provided we fully comply with our obligations under clause 17; and
- v any losses which were not foreseeable to you and us when this Contract was formed and losses are foreseeable if they are an obvious consequence of the University's breach of this Contract. The University does not accept liability for loss of opportunity or loss of profit.

19. GENERAL

- 19.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 19.6 The relationship between us shall be governed by and in accordance with English Law, and we and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

20. MEMBERSHIP OF THE STUDENTS' UNION

- 20.1 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.
- 20.2 If you do not wish to be a member of our joint 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. See <https://www.thesu.org.uk/tac/membershipdata/> for further information.

21. COMPLAINTS

- 21.1 We welcome feedback on our Programmes 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.
- 21.2 If you have a complaint then please refer to Falmouth's Complaints Policy in the first instance.
- 21.3 In general, Step 1 (early resolution) and Step 2 (formal stage) of the complaints process will be dealt with by Falmouth University in line with its Complaints Procedure.
- 21.4 However, if the complaint concerns academic standards (e.g. the quality of teaching), harassment and/or sexual misconduct, or in cases where it is not possible to assign a member of staff who has not previously been involved in the complaint, the Awarding Body may decide or be asked to review the complaint under Step 3 of its Complaints Procedure. This will occur after you have completed Steps 1 and 2 of the University's Complaints Procedure. You will be notified of this decision in writing. In such cases, Falmouth University will issue the Completion of Procedures Letter.
- 21.5 If, further to your complaint, you have followed the complaints procedure to completion 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: <https://www.oiahe.org.uk/>.

APPENDIX 1
MODEL CANCELLATION FORM

To: Student Records & Achievement, Penryn Campus, Treliever Road, Penryn, TR10 9FE,
SRA@falmouth.ac.uk

I hereby give notice that I cancel my contract for a place on the following Programme:

Programme Name:

Name of prospective student/student:

Application Number:

Address of prospective student/student:

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.....

.....

.....

Signature of prospective student/student:
(not if sent by email)

Date: