

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 courses delivered in partnership with the University's Delivery Partner.

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. Failure to abide by these Terms may result in the termination of your enrolment.
- 1.3 Please note that these Terms and Conditions apply to courses delivered in partnership with the University's Delivery Partner. Your teaching will be provided by the Delivery Partner on the University's behalf, but the University will be responsible for providing quality assurance of such teaching. Whilst your Course is delivered in partnership, for the avoidance of doubt, the University remains ultimately responsible for the delivery of your Course and all associated educational services provided to you.

2. DEFINITIONS

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

You/your means an enrolled student of the University or applicant that has received an offer from the University.

Delivery Partner means the delivery partner, operating as a subcontractor of the University, to deliver educational services and/or the Course to you, and as set out in your offer letter.

Delivery Partner's Regulations, Policies and Procedures means the policies, regulations and procedures of the Delivery Partner, in force from time to time as stated in your offer letter.

Delivery Partner's General Data Protection and Privacy Policies means the Delivery Partner's data protection policy as provided in the offer letter.

Delivery Partner's Complaints Procedure means the complaints procedure of the Delivery Partner as specified in your offer letter.

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

Course means your course.

Course Information means the information relating to your Course provided to you by the University along with your offer letter and available on the Delivery Partner's website for your relevant Course.

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

- 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.

University's Regulations, Policies and Procedures means the University's regulations, policies and procedures, which can be found [here](#).

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 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.

Regulations, Policies and Procedures means both the University's [Regulations, Policies and Procedures](#) and the Delivery Partner's Regulations, Policies and Procedures.

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 through your Delivery Provider's website.

Structured Learning Activities 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, and tutorials on campus. The University uses *digitally enhanced learning and teaching* 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 teaching and learning commitment to you.

Term Date means the term dates used by the Student Loans Company to define the tuition fee loan payment periods, which mirror the traditional periods between holiday/vacations (Christmas, Easter, and Summer).

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 Course (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 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 applied via UCAS and would like to decline your offer then you should decline your offer online via your UCAS Track account. Find out more online at:
www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes.
- 3.3 If you exercise the right to cancel under clause 3.1 above, you are liable for fees associated with 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 If you withdraw from your Course after the Cancellation Period, your liability for tuition fees will be calculated in accordance with clause 3.6.
- 3.5 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:
- 3.5.1 sending a letter to Student Records & Achievement, Penryn Campus, Treliever Road, Penryn, TR10 9FE;
- 3.5.2 emailing SRA@falmouth.ac.uk;
- 3.5.3 submit an application to withdraw via [MyFalmouth](#); or
- 3.5.4 using the Model Cancellation Form (available in Appendix 1 of these Terms) but note you do not have to use the model form.
- 3.6 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
Undergraduate – Home (on campus and online)	Within the first 21 days (including induction week, first-year students only) of Course commencement	No tuition fees due
	After 21 days of Course commencement until the end of Term 1 (first year students only)	25% of annual tuition fee
	Any attendance during Term 1 (second- & third-year students, as well as direct entry and transfer students)	25% of annual tuition fee
	From the commencement of Term 2 until the end of Term 2	50% of annual tuition fee
	From the commencement of Term 3 until the end of Term 3	100% of annual tuition fee
Postgraduate – Taught (Home / online)	Within the first 21 days of the first Study Block	Tuition fees charged for weeks in attendance

	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 the commencement of the second Study Block	One third of the annual tuition fee per study block attended

4. WHICH DOCUMENTS FORM THE STUDENT CONTRACT?

4.1 By accepting an offer of a place on a Course, you accept these Terms and Conditions in full, which along with the following documents:

4.1.1 your offer letter;

4.1.2 the Regulations, Policies and Procedures;

4.1.3 any applicable scholarship terms and conditions,

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 UCAS or another 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.

4.3 The University Quick Guide to our Regulations, Policies and Procedures (Franchise partner students) provides you with an outline of the key policies and procedures you should be aware of, available [here](#).

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 Course. 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 Course you are eligible to join and provides instructions on how to complete your Course 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 Course or poses a risk to the University community;
- iv you fail to provide evidence that you have been awarded the Academic Technology Approval Scheme (“**ATAS**”) certificate (including compliance with its terms);
- v 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);

- vi you fail to demonstrate that you have the correct immigration permission to study in the UK, or fail to comply with any immigration conditions;
- vii 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);
- viii if we reasonably consider your enrolment would present a risk to the safety or wellbeing of the wider student community; and/or
- ix your offer is for an online Course and you are unable to access the online learning platform or Course from your country of residence due to legal, regulatory or technical restrictions and/or the delivery of the Course 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 applicantservices@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 Course. 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 3.6.

5.2.2 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.

5.3 Changes to Regulations, Policies and Procedures

5.3.1 The University and Delivery Partner 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 from both the University and Delivery Partner. Both parties will take all reasonable steps to minimise disruption to students wherever reasonably possible. The updated Regulations, Policies and Procedures will be made available on the University and Delivery Partner websites 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 Course 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.

6.1.2 Tuition fees are set, reviewed and published by the University on an annual basis.

6.1.3 By enrolling on your Course, 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 Student Finance or other 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 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).
- 6.1.6 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.

6.2 Additional Costs

- 6.2.1 **There may be additional costs depending on your Course**, for example for field trips, equipment and materials ("**Additional Costs**"). These will be detailed in the offer and your Course Information.

6.3 Students funded via the Student Loans Company

- 6.3.1 Eligible applicants can apply for a student loan from Student Loans Company to pay the cost of their tuition fees. Student Loans Company will pay tuition fees for the student in instalments to the University. Please note that Student Loans Company has its own rules and procedures and you must follow these.
- 6.3.2 When you take out a loan, you must repay the debt to Student Loans Company whenever you reach a particular income level. You should ensure that you understand how much money you will owe when you finish your studies. The amount of student loan money you will have to repay each year depends upon when you started your Course.
- 6.3.3 If Student Loans Company only pays for part of your tuition fees or refuses to pay your tuition fees then you will be responsible to pay the outstanding tuition fees to the University.

6.4 Payment terms for self-funded students, sponsored students and approved non-UK Government Loan providers

- 6.4.1 Details of the payment terms for self-funded students, sponsored students and approved non-UK Government Loan providers are set out in the University Fees Policy.

6.5 Bursaries, Scholarships and Discounts

- 6.5.1 We offer bursaries, scholarships and discounts to certain students, and further information can be found on the Delivery Partner website.
- 6.5.2 If you are in receipt of:
- i a bursary, scholarship and/or discount, details will be set out in your offer letter;
 - ii a scholarship, you will be subject to the applicable scholarship terms and conditions.

6.6 Making Payment

- 6.6.1 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.
- 6.6.2 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.

- 6.6.3 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.
- 6.6.4 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.6.5 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).
- 6.6.6 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.
- 6.6.7 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.
- 6.6.8 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.
- 6.6.9 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.

6.7 Non-Payment or late payment of tuition fees

- 6.7.1 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. 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 Course 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 Course;
 - iii you may be prohibited from sitting examinations/submitting coursework;
 - iv you may be prohibited from using library or computing facilities or services;
 - v you may be prohibited from accessing online Course content and / or discussion forums;
 - vi you may be prohibited from attending classes;
 - 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;
 - x your results may be withheld; and/or
 - xi we may not issue your award.

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

6.7.3 Students whose registration at the University is suspended or terminated under clause 6.7.1i above remain liable for payment of outstanding tuition fees and applicable Sales Tax.

6.8 Tuition fee variations

6.8.1 Many Courses last several years, and Falmouth University reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, 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 the Delivery Partner'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).

6.8.2 Tuition fee increases for undergraduate Home students are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.

6.8.3 In any event, a tuition fee increase for:

- i a current undergraduate Home student shall not exceed a 10% (ten percent) increase on the total Course tuition fees set out in the offer letter; and
- ii a current postgraduate student shall not exceed a 10% (ten percent) increase on the previous academic year's tuition fee.

6.8.4 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.

6.9 If you withdraw from your Course, 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 3.6. 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, 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.

6.10 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 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 documents to prove this at any point during your studies.

8. YOUR COURSE

8.1 The University and the Delivery Partner design courses and the teaching that contributes to them to be delivered via a range of methods that are most appropriate to the intended learning outcomes. This means that your Course will make use of a range of Structured Learning Activities.

8.2 The method of delivery for your Course will be stated in your offer. If the University has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course (please see below).

8.3 Course Changes

8.3.1 Once you have accepted your offer, whilst reasonable efforts will be undertaken to deliver your Course as set out in the Contract, due to the time period between the publication of course advertising and marketing information and registration on your Course circumstances may arise where changes may be required to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching 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 teaching practice, technology, updates to Course curriculum, or new assessment methods;
- ii where a Force Majeure Event, or campus redevelopment or restructuring means that teaching locations change to a different site;
- iii where the partnership with the Delivery Partner ends for any reason;
- iv 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;
- v where a key member of staff is no longer available (e.g. through illness or resignation);
- vi where it is decided for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
- vii due to a Force Majeure Event (see clause 17), it may sometimes be necessary to vary the content of the Course or modules or services.

8.3.2 If the University sponsors you under a student visa, Course changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your Course, you should speak to us before taking any action.

8.3.3 The University is committed to providing appropriately qualified staff to teach its courses, but it does not commit to ensuring that any individual will teach on any given course. Where these members of staff leave the University, take leave or otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

8.4 Course Cancellation & Suspension

8.4.1 Once you have accepted your offer, whilst reasonable efforts will be undertaken to deliver your Course in accordance with the Contract, circumstances may arise where your Course may be required to close. Examples of where Course 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 teaching or 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 the partnership with the Delivery Partner ends for any reason;
- iv if there are insufficient numbers expected on a specific Course, meaning that the continued running of the Course is educationally unfeasible, financially unviable and/ or which would negatively impact on your academic and student experience;
- v where campus redevelopment or restructuring of the University means that a teaching location becomes unavailable; or

- vi if we are the subject of Events Outside of our Control (see clause 17) which mean we can no longer deliver the Course as expected.

8.4.2 If we cancel a Course prior to your enrolment, we will endeavour to provide you with at least 1 months' notice in writing and seek to offer you a suitable alternative course for which you are qualified (at no additional cost to you). If no such course can be offered or you are not content to transfer to the alternative course we suggest, we will support you in finding an alternative course at an alternative higher education institution.

8.4.3 Any refund or compensation application in relation to a Course closure would be considered in accordance with the Refund and Compensation Policy.

8.5 Consequences of changes to Courses or closure of Courses

Changes to Course before enrolment

8.5.1 If we have to change your Course, 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 Course (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 Course, you may either:-

- i terminate the Contract and/or withdraw your application for the Course without any liability for tuition fees and with the University issuing you with a full refund of any and all tuition fees, and any applicable Sales Tax you have paid; or
- ii transfer to another Course (if any) as may be offered and for which you are qualified.

Changes to Courses or closure of Courses post enrolment

8.5.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at clauses 8.3 and 8.4 above, the University will take all reasonable steps to minimise disruption to students (including where your Course is closed and the University is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer you to a new Course: (i) at the University for which you are qualified; or (ii) at an alternative higher education provider).

8.5.3 In the case of minor changes as reasonably determined by us (for example, changing optional modules, changes to module titles or minor variations to module content), 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.

8.5.4 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 to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

8.5.5 If substantial changes are made to your Course (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 Course, you must notify us of this in writing, following which you may be offered a suitable alternative course for which you are qualified.

8.5.6 If you agree to transfer to an alternative course as may be offered to you (and for which you have the requisite qualifications), if the tuition fees for the alternative course are:

- i higher than the tuition fees for the original Course, you will only be liable to pay the fees for the original Course for which you applied and which is no longer available to you;

- ii lower than the tuition fees for the original Course, you will only be liable to pay the lower fees for the alternative course.

8.5.7 If you are unhappy with the alternative course offered to you or you are not offered a suitable alternative course, you may end your Contract with immediate effect by contacting 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.

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

9. DEFERRALS

9.1 If you wish to defer your studies, please refer to the Admissions Policy for full details on the process and requirements.

10. COMMUNICATIONS

10.1 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 and Delivery Partner.

10.2 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 website and via the website and virtual learning environment of your Delivery Partner.

10.3 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:

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. You may forward emails to a personal email account and Delivery Provider email account, but you will be required to use your University email account to send some communication/requests for some communications (e.g. results release). 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 The Delivery Provider website and virtual learning environment;

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 Delivery Partner 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 My Falmouth. 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 Delivery Partner and 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 necessary information 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 Delivery Partner and 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 Delivery Partner senior manager with advice from the Director of Student and Library Services or Head of Student Support (or equivalent roles).
- 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 of Delivery Partner

- 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.

12. CRIMINAL CONVICTIONS

- 12.1 You are required to inform the Delivery Partner and University if you are charged or 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 Course; and (ii) 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 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 Criminal Convictions Policy, which applies to applicants who have accepted an offer and enrolled students. Your Delivery Partner may also have additional requirements in relation to unspent convictions which will be detailed in your offer letter.

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 and Delivery Partner 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 contacting the Delivery Provider support team.
- 13.2 Even if you have already disclosed a disability, please make sure you contact the Delivery Provider 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.

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 Course; and
 - 14.1.4 behave with tolerance and respect towards all members of the University's and Delivery Partner's community.
- 14.2 You are required to attend/participate such lectures, tutorials, workshops, assessment and other Structured Learning Activities that form part of your Course whether these are delivered in person or via online learning platforms (e.g. Microsoft Teams and virtual learning environments). This includes the requirement to attend, or submit, formal assessments on time.
- 14.3 In accordance with the Delivery Partner Academic Engagement Monitoring Policy, the Delivery Partner will monitor your attendance and/or engagement with Structured Learning Activities where these occur online or on campus. To enable this, the Delivery Partner may take registers of attendance, or require you to register your attendance, at activities (e.g. lectures and seminars) within a designated timeframe.
- 14.4 The Delivery Partner 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 your virtual learning environment to ascertain your participation in and engagement with your studies more generally.
- 14.5 The University may terminate your enrolment where you consistently fail to attend or engage with Structured Learning Activities. The Delivery Partner may refer you to the Health, Wellbeing and Support for Study Policy & Procedure should there be reasonable concerns about your attendance or your wellbeing arising from your wider engagement (available here: [Regulations, Policies & Procedures for Students](#)).
- 14.6 You must carry your student ID card at all times whilst on University and Delivery Partner premises, and may be asked to produce it at any time by a member of staff (this includes staff of the University and Delivery Provider) 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.
- 14.7 Whilst the University and Delivery Provider promotes an egalitarian learning community, applicants and students should be aware that the Delivery Provider 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 Delivery Provider 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.

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, 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 Delivery Partner's General Data Protection and Privacy Policies,
- 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 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).
- 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 or Delivery Partner'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-noticees. 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 and Delivery Partner 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 or Delivery Partner 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 courses, 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 Course;
- 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 Course (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 Course 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 Course for longer than one term or 16 weeks (whichever is shorter);
- vii You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Regulations, Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- 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 Course, 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 Course 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 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.

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.

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 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 we cancel the Contract in accordance with clause 16.1, and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

16.8 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

17. EVENTS OUTSIDE OF OUR CONTROL

17.1 The University will do all that it reasonably can to provide your Course 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 Course. We shall not be liable to you for any failure in the delivery of the Course 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 teaching 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 course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course 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 Course 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 Course, if you have not yet enrolled on to your Course;

17.3.2 interrupt your studies, if you are currently enrolled on your Course;

17.3.3 accept a place on a suitable alternative course 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 course at the University (in line with clause 17.3.3 above) or an alternative higher education institution and you may wish to contact your course team of Student Records & Achievement to discuss this.

18. **LIMITATION OF OUR LIABILITY TO YOU**

18.1.1 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.

18.1.2 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. See [here](#) for further information.

21. COMPLAINTS

- 21.1 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.
- 21.2 If you have a complaint, then please refer to the Delivery Partner's Complaints Procedure (contained in your offer letter) 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 the Delivery Partner in line with the Delivery Partner's 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, Falmouth University 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 Delivery Partner'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/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 Course:

Course Name:

Name of prospective student
student

Application Number

Address of prospective
student/ student

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

Date