



Swansea University Terms and Conditions

These Terms and Conditions apply to the provision of academic and related services to you by the University in connection to your place on a programme of study. These Terms and Conditions form part of the contract between you and the University, and also incorporate documentation referred to in these Terms and Conditions. You may enter into additional contracts with the University for other services, such as accommodation, gym memberships or catering services but these will be governed by separate terms and conditions.

These Terms and Conditions provide important information about the rights and responsibilities of both the University and you under the contract. Please ensure that you read these Terms and Conditions carefully before you accept our offer. If you have any questions about these Terms and Conditions or require any further details, please contact the University via email, study@swansea.ac.uk.

The contract between you and the University will be formed when you accept our offer.

Whilst you should read the entirety of these Terms and Conditions, the University would like to draw your specific attention to paragraphs 3, 5, 25, 26, 27, 30 and 31 in particular which include important information about our rights to change the Programme and/or Terms and Conditions and other documents, your responsibility for Fees, our liability and our rights to end the contract with you.

1. Important information about us

- 1.1. These terms and conditions ("**Terms and Conditions**") apply to you if you have received an offer from Swansea University (the "**University**") setting out the details and conditions for admission to one of the University's programmes commencing in 2021 or deferred to 2022.
- 1.2. These Terms and Conditions detail the relationship between the University ("we", "our", "us") and you.
- 1.3. The University is an independent corporation with charitable status established by Royal Charter with registered number RC000639 and its registered office at Singleton Park, Swansea, SA2 8PP.

2. Accepting your Offer

- 2.1. We will send you an offer letter detailing our offer of a place on a programme of study with us. **Where applicable**, the offer letter will direct you to the UCAS website which also contains important information about our offer to you. Together, the offer letter and information provided on UCAS website represents our "**Offer**" to you.

The Offer will set out important information about:

- 2.1.1. the programme you have selected to study, including relevant material information relating to the delivery of the programme (the **"Programme"**);
 - 2.1.2. detail about tuition fees payable by you for the duration of the programme (the **"Fees"**);
 - 2.1.3. the duration of the Programme (including start date);
 - 2.1.4. details of where and how the Programme will be delivered;
 - 2.1.5. details of any conditions that may apply to the Offer;
 - 2.1.6. details of the academic-related and pastoral services that the University will make available to you during the duration of the Programme;
 - 2.1.7. other information that relates to the Programme and your study with the University.
- 2.2. You can accept your Offer by following the steps set out in your Offer. You must do this by the date given to you by UCAS or, if you are not applying through UCAS, by the date set out in your Offer.
- 2.3. If you decide to accept the Offer, a contract will be formed between you and the University upon the acceptance of the offer by you and upon compliance with any conditions set out in the Offer. You will be deemed to have accepted the offer when you accept the Offer using the appropriate online application system i.e. Apply System or UCAS system, or if the Offer is not made via our online application system or via UCAS, by confirming acceptance of the Offer in writing.
- 2.4. Your rights and obligations to the University and the University's rights and obligations to you arising under that contract are set out in the documents listed below which form the Terms and Conditions of your student contract. You should therefore read this document (and those listed below) carefully and familiarise yourself fully with its content (together with the contents of the documents, regulations, policies and procedures to which it refers), before accepting your offer.
- These Terms and Conditions and any documents referred to within these Terms and Conditions
 - Your Offer letter
 - The University's Regulations and Academic Guide which is available at:
<https://myuni.swansea.ac.uk/academic-life/academic-regulations/>
 - Programme specifications, which are shown for each undergraduate programme at: <http://www.swansea.ac.uk/undergraduate/courses/> and for each postgraduate taught programme at: <http://www.swansea.ac.uk/postgraduate/taught/>
 - Coronavirus Recovery : Guidance for Swansea University - <https://www.swansea.ac.uk/about-us/coronavirus/> which is our key platform for issuing up-to-date information about changes due to the impact of the coronavirus outbreak on the University and our plans for recovery.

3. Changes to your Programme of study and/or these Terms and Conditions

- 3.1. Your Offer of a place to study at the University is based on the following:
- 3.1.1. the latest key information which can be found on the relevant page of the Programmes section of our website (as at the date of acceptance of your offer). This includes the core modules for the Programme and may include an indication of likely optional modules; and
 - 3.1.2. the current versions of the University's Academic Guide - <https://myuni.swansea.ac.uk/academic-life/academic-regulations/>

- 3.2. The University will make reasonable efforts to deliver your Programme in accordance with the Programme specification and as described in the relevant printed or online prospectus for the academic year.
- 3.3. The University will endeavour at all times to keep any changes to Programmes to a minimum. However, changes to Programme information and delivery (including to Programme description, content, mode and/or location of delivery and/or timetable and the examination process), services, facilities and/or the University's Royal Charter, Statutes, Ordinances, Regulations and Academic Guide may be necessary before your Programme start date and/or during your studies. Reasons for changes include, but are not limited to, the following:
 - 3.3.1. to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
 - 3.3.2. as required by law, government policy, guidance or decisions of a competent court or other similar body;
 - 3.3.3. to respond to sector good practice or quality enhancement processes;
 - 3.3.4. to keep Programmes contemporary by updating practices or areas of study;
 - 3.3.5. because of circumstances outside the reasonable control of the University, such as a key member of staff leaving the University or being unable to teach (where the programme or module is reliant on that person's expertise);
 - 3.3.6. enhancement to the University's Estate and Facilities and planned relocation of Schools/Colleges or Departments;
 - 3.3.7. other circumstances outside the reasonable control of the University including (but not limited to) industrial action, severe weather, natural disaster, fire, civil disorder, political unrest, government and/or public authority restrictions or serious concern about the transmission of serious illness making a programme unsafe to deliver and epidemic or pandemic disease (including the COVID-19 pandemic).
- 3.4. Changes to Programmes or modules may also need to be made where the minimum number of students needed to ensure a good educational or student experience has not been met. Please note that in some exceptional circumstances, programmes may be withdrawn (prior to commencement) for this reason.
- 3.5. We may from time to time need to make minor changes to the Programme or these Terms and Conditions (including the documents referred to in these Terms and Conditions). Examples of minor changes include (but are not limited to) reasonable changes to the Programme timetable, number of classes/lectures or other teaching activities, how IT or library or other services are provided to you, the methods by which the Programme is delivered or assessed, the content modules or syllabus of the Programme, the location from which the Programme is delivered, procedural changes, changes to regulations, codes of practice, policies and procedures.
- 3.6. Where changes are minor, we will take reasonable steps to notify you of any changes (usually in writing or by e-mail, but this may include updating documents and/or Programme material and making those documents available on the University's website and/or publicising by other means so that you are aware of those changes) and will provide you with as much notice as we believe appropriate in the circumstances. Where possible, we will provide you with notice in advance, but this may not always be possible. The University will also attempt to minimise any disruption to you.

- 3.7. In exceptional circumstances we may need to make major changes to the Programme and/or these Terms and Conditions (including the documents referred to in these Terms and Conditions) – these are changes that are not minor and that materially change the Programme and/or these Terms and Conditions. Examples of major changes include (but are not limited to) significant changes to the way we teach, deliver and/or assess a Programme (for example, a significant shift in the balance of assessment from coursework to examination across a Programme), changes to the title of your award or Programme, significant changes to the location of the teaching facilities of your Programme (such as moving the Programme to a completely different location which is not within a reasonable distance of the location at which the Programme was previously delivered) or a decision to merge Programmes or other major restructuring of a Programme.
- 3.8. Where changes are major (that is, they materially change the Programme or these Terms and Conditions), the University will consult with you prior to making the change. Such consultations will take place either through the Staff-Student Consultative Committee ("**SSCC**") or with individual students affected by e-mail with responses to be sent to Student Representatives for a collective discussion at the SSCC.
- 3.9. If you do not notify us that you do not agree with the major change we propose making within a reasonable amount of time of being notified (and in any case within 14 days of being notified), we will consider that you are happy to proceed on your Programme on the basis of the relevant change being made.
- 3.10. If you do not agree with a major change we decide to make to the Programme or these Terms and Conditions and you have informed us prior to us making that change that you do not agree with the major change, you may end this contract and you may be entitled to an appropriate refund of the Fees you have paid to the University for services you have not received. We will also seek to offer you a place on an alternative Programme at the University as appropriate.
- 3.11. Usually changes (whether minor or major) will come into force at the start of the next academic year, but some changes may be introduced during the then current academic year or instantly where the University reasonably considers this to be in the best interest of students, is required by law or other exceptional circumstances.
- 3.12. There may also be times that we may need to withdraw the Programme or to merge or combine the Programme with other Programmes. If your Programme is withdrawn, merged or combined with other Programmes or if major changes to your Programme are made after you have accepted your offer, the University will take reasonable steps to give you early notification of the programme withdrawal / those changes and minimise their impact by offering a suitable alternative Programme (if available and subject to you satisfying the entry requirements for the Programme) or helping you find an alternative Programme or university. You will also be entitled to withdraw from your Programme and apply for a refund or partial refund of any Fees you have paid.
- 3.13. The University will also be entitled to change the Fees in accordance with paragraph 5.2.

4. Fee Status

- 4.1. The University will make an assessment of your fee status based on the information you provided in or with your application in relation to *The Education (Student Fees, Awards, Qualifying Courses and Persons) (Wales) Regulations 2013* in accordance with its Fee Assessment Policy.

- 4.2. If your fee status is unclear from the information you provided with your application, we will ask you to provide further information so that your fee status can be confirmed. In the meantime your offer will quote both the lower "UK" rate and the higher "International" fee rate until your status is confirmed.
- 4.3. If you disagree with the University's assessment of your fee status, you have the right to ask the University to re-assess in accordance with the Fee Assessment Policy. If you disagree with such reassessment then you may appeal that decision in accordance with the Fee Assessment Policy.

5. Fees and Payment

- 5.1. The Fees stated in your Offer will apply for the first year of your programme only.
- 5.2. Fees for postgraduate and International students will increase by 3% each year. Fees for full time Undergraduate UK students may be increased in subsequent years of study by an inflation-linked increase determined by Welsh Government. For example, if your Fees in year one are £9,000 and Welsh Government determine that the inflation-linked increase is 3% per year, the University will increase your Fee to £9,270 for year 2 and £9,548 for year 3. We will confirm any such increases with you on a yearly basis and as soon as possible following confirmation by Welsh Government.
- 5.3. A fee may be charged on top of your tuition fee to cover specialist equipment or laboratory costs required for research programmes. If a bench fee is to be charged, the amount will be determined by your supervisor and included in your Offer.
- 5.4. By accepting the Offer, you agree to pay all Fees when due (including any additional costs and expenses such as resit fees). It is your responsibility to make sure your fees and all expenses relating to your programme are paid in full and on time. The University's requirements on the payment of fees can be found online.
- 5.5. Information for UK Undergraduates, including details as to how to arrange payment of your Fees, can be found at: <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/how-to-pay-your-fees-uk-eu-undergraduate/>; for UK Postgraduates at: <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/pay-fees-uk-eu-postgraduate/>; and for EU/International students at: <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/pay-fees-international-students/>
- 5.6. If you are paying your tuition fees yourself, you must either pay the full amount at the beginning of the academic year or apply to pay in instalments in accordance with clause 4.2 above. If you are a sponsored student it is still your sole responsibility to ensure that all fees are paid in full and that your sponsor pays on time any debt outstanding to the University in relation to fees which belong to you. If your sponsor fails to pay the Fees to us when due you will be responsible for paying the Fees due.
- 5.7. Unless your offer letter says otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation, repeat periods of study, extensions to the designated period of study, resubmission fees, travelling expenses or any other miscellaneous expenses which may be related to your programme of study (such as the cost of field trips, books and equipment).

Details of any miscellaneous expenses you are likely to incur on your programme are indicated on our website for undergraduate programmes at: <http://www.swansea.ac.uk/undergraduate/courses/> and for postgraduate taught programmes at: <http://www.swansea.ac.uk/postgraduate/taught/>

- 5.8. If you have any questions about Fees or require further details about payment of your Fees, you should contact the Finance Team at Swansea University. If you have any difficulties in paying your Fees, you should contact the Money@CampusLife team within the Student Services Department who may be able to help with Hardship Funds and advice.

6. Non-payment of fees

- 6.1. If you do not pay your Fees in full or on time, the University may impose penalties which are set out in the Academic Guide and/or the Student Debt Policy (which include the right to withdraw you from the Programme and end this contract with you if you persistently fail to pay the Fees on time). As a result, you may not be allowed to progress on your programme or you may be withdrawn from the University. If you have completed your programme, you may not be allowed to graduate and/or your degree certificate / academic statement may not be provided to you until your outstanding fees have been paid. The University may also take legal action against you to recover any unpaid fees. More information can be found on our webpages: <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/student-debt-policy/>

7. Deferring your start date

- 7.1. Requests to defer entry to the following year/entry point will be considered on an individual basis. Please note that some programmes do not allow deferred entry. Requests for deferral should be made in writing to the Admissions Office at study@swansea.ac.uk.
- 7.2. The tuition fees stated in your Offer are based on the start date in 2021 shown in the offer letter and will apply for that year of study. However, if you subsequently request to defer your entry to the following year, your tuition fees may be more than is stated in your offer letter and you should contact the Admissions Office for more information.
- 7.3. If you apply for a place for the following year from the outset, the Fees for the following year might not be available and your offer will quote the current year's fees as a guide. The Fees are likely to increase for the following year and you will be notified of the correct tuition fee payable as they become available.
- 7.4. As a consequence of deferring your entry to the following year, you accept that the University may be required to vary the services, facilities, description, content, mode and/or location of delivery and/or timetable of your programme. Should this be the case, the University will notify you of any material variations as soon as reasonably practical and you will have the opportunity to cancel your acceptance (and contract with the University) if you are unhappy with the changes to the programme.

8. Your statutory right to cancel your acceptance

- 8.1. After you have accepted your Offer, you have the right to cancel your acceptance within 14 days of accepting the Offer (the "**Cooling Off Period**") without giving any reason under the Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013.

- 8.2. To exercise your right to cancel, you must inform the Admissions Office (Singleton Park, Swansea, SA2 8PP email: study@swansea.ac.uk) of your decision to cancel this contract by a clear statement (e.g. a letter by post or email). You may use the model cancellation form at <https://www.swansea.ac.uk/admissions/cancelling-your-acceptance/>, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 8.3. If you cancel your acceptance within the Cooling Off Period, we will reimburse to you all payments received from you without undue delay, and in any event not later than 14 days after the day on which you inform us of your decision to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 8.4. If you request us to begin the performance of services (i.e. you are only applying to us very soon before the start of your Programme) during the Cooling Off Period, you shall pay us (and the University will be entitled to deduct) a fair amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, compared with the full cost of the programme. Such amount will reflect the benefit you will actually have received up to the date you notified us of your wish to cancel.
- 8.5. If you wish to cancel the contract after the end of the Cooling Off Period, you will only be able to do so as set out in paragraph 26.

9. Enrolment and Re-enrolment

- 9.1. You are required to enrol and re-enrol at the start of each academic session by stipulated deadlines. If you fail to do so, you may not be allowed to start/progress on your Programme or you may be withdrawn from the Programme by the University. If you enrol or re-enrol late, you will be expected to contact your College to obtain any missed programme content and the University will not accept any liability for any Programme content or assessments you miss.
- 9.2. If you do not enrol by University enrolment deadlines you may be withdrawn from the Programme for non-enrolment. Whilst you will not be expected to pay Fees relating to the Programme after the date of your withdrawal, you will be expected to pay Fees up to and including the date of your withdrawal and will not be entitled to any refund of Fees paid for services provided up to the date of your withdrawal.
- 9.3. If you are withdrawn you will be notified by email that your record has been closed and that you are no longer eligible to continue your studies, access University facilities or stay in University owned accommodation in line with the Terms and Conditions of your accommodation agreement.
- 9.4. If you hold a Tier 4/Student Route student visa, the University will inform the Home Office of your non-enrolment and if this happens your visa will be cancelled, which will subsequently affect you being able to enter and/or stay in the UK.
- 9.5. If you are in receipt of a student loan from the UK government, the University will inform the Student Loans Company of your withdrawal.
- 9.6. If you receive notification of your withdrawal, you may be reinstated within a reasonable period by submitting a Late Enrolment Approval Form. For more information see <https://myuni.swansea.ac.uk/enrolment/enrolment-timetable/>

10. University's obligations to you

- 10.1. During the duration of the contract (as set out in the Offer), the University agrees to provide you with academic and related services (including the delivery of the Programme) with all reasonable care and skill and in accordance with these Terms and Conditions.
- 10.2. The University will service its contractual obligations to students and comply with its commitments under consumer law as outlined by the Competition and Markets Authority. In doing so, the University will work to protect the student interest when responding to circumstances such as significant changes to how a course is delivered or course closure. The University has in place procedures to respond to these circumstances which will mitigate the potential impact on students and which recognise the different needs of its diverse student body.

11. Your obligations

- 11.1. During the duration of the contract and/or your Programme, you agree the following:
 - 11.1.1. to comply with all obligations under these Terms and Conditions (including the documents referred to within these Terms and Conditions);
 - 11.1.2. comply with the University's Regulations and Academic Guide
 - 11.1.3. to pay the Fees in accordance with paragraph 5;
 - 11.1.4. to work diligently and efficiently;
 - 11.1.5. to submit all assessments and attend formal presentations and exams as required to complete your programme;
 - 11.1.6. to attend all lectures, seminars and other teaching activities required by the Programme properly prepared and notify the relevant lecturer/tutor if you are unable to attend or can only attend part of the teaching activity;
 - 11.1.7. not to disrupt the:
 - 11.1.7.1. academic activities of any member of the academic community;
 - 11.1.7.2. administration and general operation of the University;
 - 11.1.8. not to bring the University into disrepute or incur any liability on behalf of the University;
 - 11.1.9. not to engage in any criminal activity;
 - 11.1.10. not to engage in activity contrary to the University's policy on Equal Policy;
 - 11.1.11. not to damage, deface or misappropriate any property of the University, any other organisation or body of students in the University or any other member of the academic community or employee of the University; and
 - 11.1.12. to declare any legal restrictions which may impact on your own studies and/or present a risk to the safeguarding of University staff and students.

12. Criminal charges, cautions and convictions and conduct which could cause serious damage to the reputation of the University

- 12.1. If your offer of a place is conditional on you obtaining a satisfactory Disclosure & Barring Service (DBS) check, you will need to obtain and provide this information by the stipulated date and the University will decide if any convictions or information revealed are incompatible with a place on the programme. If they are, or you fail to provide required DBS information by the stipulated date, you will be notified and your offer of a place will be withdrawn and your contract terminated.
- 12.2. If your programme requires a satisfactory Disclosure & Barring Service (DBS) check, you will need to obtain and provide this information prior to your enrolment and re-enrolment each academic session. The University will decide if any convictions or information revealed are incompatible with your programme. If they are, or you fail to provide required DBS information by the stipulated date, the University may require you to suspend studies or you may be withdrawn from the University.

- 12.3. Applicants for all other Programmes will be asked to disclose whether they have any unspent “relevant” convictions after they have been made an offer of a place and as part of the accommodation application process. If the applicant has already been enrolled as a student they may be suspended pending the outcome of this risk assessment. “Relevant” convictions include those involving violence or threatening behaviour, sexual offences and supply of drugs; as well as offences involving firearms, arson and terrorism. Applicants will be asked to provide more information which will be used as part of a risk assessment in relation to admission to the University. If the outcome is that the applicant is felt to pose a significant risk to the safety of University students, staff or visitors and/or may have the potential to cause serious damage to the reputation of the University, an offer of a place may be withdrawn. For more information see: <https://www.swansea.ac.uk/media/criminal-convictions-policy-2018-v2.pdf>
- 12.4. All students are also required to promptly notify the University of the details of any criminal arrests, charges, cautions and/or convictions they are subject to (whether connected to the University or not), and of any bail conditions imposed upon them between the date they accept an offer for admission to one of the University’s programmes until their graduation / withdrawal from the University. If you are arrested and/or receive any criminal charges, cautions and/or convictions, or are subject to any bail conditions, you will need to provide such information promptly to the Director of Academic Services. A failure to do so may be deemed to breach the University’s Disciplinary Procedures and penalties may be imposed against you in accordance with these Procedures (accessible at: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/conduct-and-complaints/disciplinary-procedures/>).
- 12.5. Applicants for all programmes will be further asked to confirm that they are not aware of any previous conduct on their part which may have the potential to cause damage to the reputation of the University. Such conduct could include, but is not limited to, conduct which could be deemed a criminal offence if referred to the police or commentary posted electronically (for example, but not limited to, on social media platforms) which may be deemed to be seriously offensive and has the potential to damage the reputation of the University. Applicants who disclose such conduct may be asked to provide more information which will be used as part of a risk assessment in relation to admission to the University. If the outcome is that the applicant is felt to pose a significant risk to the safety of University students, staff or visitors and/or may have the potential to cause serious damage to the reputation of the University, an offer of a place may be withdrawn. For more information see: <https://www.swansea.ac.uk/media/criminal-convictions-policy-2018v2.pdf>

13. Professional programmes

- 13.1. If you are applying for a professional programme, depending on the programme, you will be asked to provide by stipulated dates information about your health, undergo a health check and/or provide evidence of immunisation. Such programmes include, but are not limited to, Graduate Entry Medicine, Midwifery, Nursing and Paramedic Science. Your offer of a place is conditional on such requirements being met. You may also be required to sign a Code of Professional Conduct before you enrol to draw to your attention fitness to practise related requirements specific to your programme. The University will decide if any information revealed is incompatible with a place on the programme. If they are, or you fail to provide such information / undergo such a health check by the stipulated date, you will be notified and your offer of a place will be withdrawn and your contract terminated. Please see detailed programme information for information on which programmes this relates to.

- 13.2. If you are enrolled on a professional programme which has “Fitness to Practise” requirements, you may be asked to provide information about your health, undergo a health check and/or provide evidence of immunisation prior to your enrolment or re-enrolment each academic session. The University will decide if any information revealed is incompatible with a place on the programme. If they are, or you fail to provide such information / undergo such health check by the stipulated date, the University may require you to suspend studies or you may be withdrawn from the University in accordance with the University’s Fitness to Practise Regulations (accessible at: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/conduct-and-complaints/fitness-to-practise/>)

14. Disabilities

- 14.1. If you have a disability or health condition the University will seek to support you whenever reasonable to do so. If you have not yet disclosed a disability, we encourage you to do so at the earliest opportunity so that we may assess and seek to support your needs. As individual students’ needs (even those with the same condition) can vary, we encourage you to contact the Disability Office or Wellbeing Service before you accept any offer of a place to find out what type of support may be available to you and what evidence we may need to meet your support requirements. More information and contact details can be found from the service webpages, www.swansea.ac.uk/disability and www.swansea.ac.uk/wellbeing
- 14.2. If you choose not to tell us about your disability, provide this information with short notice before your programme or examination/ assessment start dates or do not provide full information about it before or during your programme of study, we will do our best to help you, but we may not be able to provide the full range of support which might otherwise be available to you, or there may be a delay in providing that support.

15. Admissions of Minors

- 15.1. If you will be between the age of 16 and 18 at the point of enrolment, we will require a parent or guardian to sign a declaration at the point of offer – your offer will be made conditional upon receipt of this declaration.
- 15.2. The full University policy of Safeguarding Vulnerable Groups, which includes the policy for the admission of minors can be found online at: <https://www.swansea.ac.uk/media/Safeguarding-Vulnerable-Groups-Policy-2018.docx>

16. Collaborating Organisations

- 16.1. Some programmes involve study and/or work at a Collaborating Organisation external to the University. Examples include programmes involving: a year of study at an institution abroad; placements within industries/companies; and placements within professional organisations such as, for example, the NHS, Local Authority, Welsh Ambulance Service etc.
- 16.2. If you are undertaking study and/or work at a Collaborating Organisation as part of your programme, you may be asked to provide information or meet certain requirements by stipulated dates prior to the commencement of and/or during the study/work such as, but not limited to, information/requirements relating to insurance, immunisations and visas. The University will decide if any information revealed is incompatible with you undertaking the work/study. If it is, or if you fail to provide the requested information or to comply with such requirements by the stipulated date, the University may suspend your studies, transfer you to an alternative programme, require you to withdraw from the University and/or terminate your Contract with the University.

- 16.3. If you are undertaking study and/or work at a Collaborating Organisation as part of your programme, you will be subject to certain additional policies, regulations and contractual terms of that Collaborating Organisation, including health and safety rules and disciplinary regulations. Breach of these additional policies, regulations or contractual terms may result in the Collaborating Organisation excluding you from its place of study/work. The Collaborating Organisation may also exclude you from its place of study/work where it considers this is necessary having regard to your conduct or professional suitability or where the safety of others is compromised. Where you are excluded from a Collaborating Organisation's place of work/study and completion of such work/study is a requirement of your programme, the University reserves the right to suspend your studies, transfer you to an alternative programme, require you to withdraw from the University and/or terminate your Contract with the University. Any breach by you of the additional policies, regulations or contractual terms of the Collaborating Organisation may also be treated as a breach of the University's Regulations and may result in the University requiring you to withdraw from the University, the withholding of services and/or the termination of your Contract with the University.

17. Data protection

- 17.1. The University will collect a range of information about you as part of the application and enrolment procedures and in relation to your academic progress. This may include personal data of a sensitive nature. The information collected will be used primarily for the purpose of processing your application and creating and maintaining your student record.
- 17.2. All personal information is held and processed in accordance with the requirements of the Data Protection Act 2018, the General Data Protection Regulations and other associated legislation.
- 17.3. Information is normally confidential between the applicant, appropriate staff at the University and in the case of International applicants, the Home Office UK Visas and Immigration.
- 17.4. In some cases application data may also be shared externally where programmes have been developed in collaboration with third party organisations. In the interests of detecting and preventing fraud, the University also has the right to share information with outside organisations such as the Police, local authorities, examining or awarding bodies, and the Department for Work and Pensions and its agencies.
- 17.5. The University is required to submit information make statutory returns to bodies such as the Higher Education Statistics Agency (HESA).
- 17.6. The University's data protection policy for students can be found at:
<https://www.swansea.ac.uk/about-us/compliance/data-protection/student-privacy-notice/>
- 17.7. The University's data protection for applicants can be found at:
<http://www.swansea.ac.uk/admissions/applicantdataprivacystatement/>
- 17.8. If you have any queries or require any further details about data protection, please contact the University's Data Protection Officer by e-mail - dataprotection@swansea.ac.uk

18. Accuracy of Information

- 18.1. By accepting an Offer you confirm that the information provided on your application form and in connection with your application is true, complete and accurate, and that no information requested or other material information has been omitted. The University reserves the right to establish the authenticity of information provided on and/or in connection with your application and it reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if it determines that false, incorrect, incomplete and/or misleading information has been provided in support of your application by you, by your referee or by any other person acting on your behalf.
- 18.2. The University will seek verification of your qualifications direct from the awarding body or institution. Where this has not been received prior to enrolment with the University, you will be asked by the Admissions Office / Academic Services to supply your original degree certificate/official confirmation of the award of your degree before you are permitted to enrol with the University. Therefore, you should bring your original qualification certificates and/or transcripts to University enrolment. The University reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if you fail to provide this documentation (where requested) by the stipulated date.

19. Postgraduate Research programmes

- 19.1. Each postgraduate research degree programme has a normal period of supervised study – the minimum candidature period ('expected end date' in your Offer) – at the end of which a student is expected to submit. There is also a maximum submission date after which a student will be deemed to have run out of time and will not be permitted to submit a thesis ("candidature end date" on your offer letter). At the end of the minimum candidature period the student is expected to have completed his/her research and to be preparing to submit the thesis. A student must submit his/her thesis on or before the maximum submission date of his/her candidature or he/she will be deemed to have run out of time and he/she will not be permitted to submit his/her thesis and will be required to withdraw.
- 19.2. During your research programme candidature, you will be expected to demonstrate satisfactory academic progress via continuous assessment. You may be required to transfer to a lower level award programme (if appropriate, see table below) or withdraw from studies if it is deemed that you have not made sufficient academic progress according to College/School/University progression criteria, research targets, or have not complied with University regulations at any time.

Programme of Study	Lower level award
PhD	MPhil
Professional Doctorate EngD/DNursci	MPhil, MRes or MSc by Research, PG Cert 60 credits PG Diploma -120 credits
MD	MA/MSc by Research
MPhil	MA/MSc by Research
MA/MSc by Research	None
MPhil by Published Works	None
PhD by Published Works	None

For further details on academic progress and lower level programmes/exit awards see the Guide to Progression Monitoring for Research Students <https://myuni.swansea.ac.uk/academic-life/academic-regulations/research-guidance/guide-to-progress-monitoring/>

- 19.3. The University cannot guarantee the availability of the anticipated supervisors named in your offer as the movements of the supervisors are in some cases beyond the University's control. In the event that any of the anticipated supervisors cease employment at Swansea University or are unable to supervise you for any other reason, the University will take reasonable steps to identify and allocate to you alternative supervisors, but cannot guarantee that this will be possible. In the event that this is not possible, an alternative area of research may need to be proposed.
- 19.4. In the case where funding is associated with a named supervisor, the offer and funding will only remain valid if that named supervisor remains in post and is able to supervise you. There will be no guarantee that the funding will continue if the named supervisor leaves the University or is unable to supervise you for any other reason. However, the University will do its utmost to assist you, should you decide to remain at the University or to transfer to another University with the named supervisor.

20. English Language Requirements

- 20.1. All students whose native language is not English must demonstrate that they have achieved a certain level of English before starting their programme. If your conditions of offer include an English language requirement this can be demonstrated in two ways:
- 20.1.1. Via an approved English Language test or alternative qualification listed at: <http://www.swansea.ac.uk/international/students/requirements/english-requirements/>
- 20.1.2. Successfully complete an English Language Pre-sessional Programme at Swansea's English Language Training Services (ELTS) at the required level before starting your academic programme. More details can be found at: www.swansea.ac.uk/ELTS
- 20.2. Although students may meet the University's minimum English Language requirement, the University reserves the right to require students who do not hold a UKVI approved Secure English Language Test to be tested on arrival to assess whether additional language support is required and to help inform the University's English Language policy.

21. Visas and immigration permissions

- 21.1. If you are an international student you may need a visa to enable you to be in the UK to study. The University reserves the right to withdraw your offer of a place/terminate your contract with the University if it is subsequently found that you are not eligible for a visa or if the visa requirements change after you are made an offer of a place, for instance if it transpires that you cannot meet UKVI requirements such as those relating to English Language ability, academic progression and credibility. See the Overarching admissions policy for more information (accessible at: <https://www.swansea.ac.uk/media/Overarching-admissions-policy-2019-20-final.pdf>). For information on immigration matters, please email the University's International@CampusLife team at International.campuslife@swansea.ac.uk.

22. Deposits for International Applicants

- 22.1. If you are an international applicant and require a Student Route visa (previously Tier 4 visa) to study in the UK, we will ask you to pay a £4000 deposit towards your tuition fees to prove your intention to study at Swansea University before we will issue your Confirmation of Acceptance for Studies (CAS) statement. Outside the 14 day Cooling Off Period, the deposit is normally only refundable if you are refused a visa to study full time in the UK or if you fail to meet the University's entry requirements. The deposit can be deferred to a future year of study.

- 22.2. More information can be found at: <http://www.swansea.ac.uk/undergraduate/fees-and-funding/tuition-fees/refunds-policy/>

23. Intellectual property

- 23.1. If you, with material input by the University's academic staff or as part of a collective project, develop an invention, device, discovery, material, product, process, computer software or any other potentially valuable result or innovation, the University's Policy on Intellectual Policy Created by our Students will apply. For more information see: <https://www.swan.ac.uk/media/Student%20IP%20Policy.pdf>

24. Conduct and engagement

- 24.1. You must be aware of and abide by the University's Regulations relating to conduct and behaviour, academic integrity and engagement. The University can impose penalties if you do not follow these requirements, and in serious cases the University can suspend or withdraw you from the University. The University can also suspend or withdraw you from the University if it reasonably believes that your continuation on your programme presents a significant risk of harm to you or to others. More information can be found within the following Regulations and Procedures:

- Disciplinary Procedures – accessible at: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/conduct-and-complaints/disciplinary-procedures/>
- Academic Misconduct Procedure – accessible at: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/assessment-and-progress/academic-misconduct-procedure/>
- Fitness to Practise Regulations – accessible at: <https://myuni.swansea.ac.uk/academic-life/academic-regulations/conduct-and-complaints/fitness-to-practise/>
- Engagement Monitoring Policy for Taught Students – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/aqs-policies/engagement-monitoring-policy-for-taught/>
- Engagement Monitoring Policy for Tier4/Student Route students – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/aqs-policies/tier-4-attendance-monitoring-policy/>
- Engagement Monitoring Policy for Research Students – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/aqs-policies/engagement-monitoring-policy-for-research/>
- Fitness to Study Procedure - accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/assessment-and-progress/fitness-to-study-procedure/>
- Assessment regulations for the programme of study – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/>

25. When you may be asked to leave the University/ the University's right to end our contract with you

- 25.1. The University may withdraw its Offer, withdraw you from the University and end its contract with you, without liability, at any time (in accordance with any relevant policies/procedures) by written notice if:
- 25.1.1. you are in serious breach of these Terms and Conditions, the University's Regulations and/or any conditions stated in your offer letter;

- 25.1.2. it is determined that false, incorrect, incomplete and/or misleading information has been provided in support of and/or in connection with your application by you, your referee or by any other person acting on your behalf, including information relating to any unspent criminal convictions;
- 25.1.3. you fail to meet or, as a result of your circumstances changing, you no longer meet, any special requirements and/or conditions (as set out in your offer letter) for your Programme;
- 25.1.4. if you are a student requiring sponsorship under Tier 4/Student Route of the UKVI Points Based System:
 - 25.1.4.1. you require a visa to study in the UK and you do not acquire a visa by the start date of your Programme (or in line with UKVI COVID-19 Concessions only, by the time you plan to arrive in the UK to start your Programme face to face);
 - 25.1.4.2. you are unable to provide the documentation required as part of our UKVI Tier 4/Student Route Sponsor Licence;
 - 25.1.4.3. you have previously been refused a visa to study in the UK;
 - 25.1.4.4. you provide documents which the University is unable to verify as authentic or which it believes not to be authentic;
 - 25.1.4.5. you have failed to act within the restrictions of your Tier 4/Student Route visa; or
 - 25.1.4.6. you have failed to comply with or assist the University in complying with any relevant Immigration Rules, UKVI Tier 4/Student Route Guidance or other Home Office requirements in force from time to time, including but not limited to:
 - 25.1.4.6.1. English Language;
 - 25.1.4.6.2. engagement and checkpoint monitoring;
 - 25.1.4.6.3. checking the terms of your visa are correct;
 - 25.1.4.6.4. reporting any updates or changes to your immigration status;
 - 25.1.4.6.5. keeping your UK address, telephone and personal email address up-to-date on your student record; and/or
 - 25.1.4.6.6. adhering to the working hours restrictions as stated on your visa;
 - 25.1.4.7. after reasonable investigation the University considers, or is informed by the UKVI, that you are a threat to immigration control or national security; or
 - 25.1.4.8. your continuing registration with the University puts us, or threatens to put us, in breach of any of our legal obligations to comply with UK immigration or other requirements, which may also result in the University withdrawing Tier 4 sponsorship;
- 25.1.5. your Programme involves study and/or work at a Collaborating Organisation and you fail to meet or, as a result of your circumstances changing, you no longer meet, any relevant requirements and/or conditions or if you breach any additional policies, regulations or contractual terms of that Collaborating Organisation (see paragraph 16 above)
- 25.1.6. your academic progress is not satisfactory and you are required to withdraw from the Programme or the University by a decision of the University Examining, Progression or Awards Board;
- 25.1.7. you are withdrawn from the University for breach of the Disciplinary, Academic Misconduct, Fitness to Practise, Fitness to Study and/or Engagement Monitoring regulations and procedures in accordance with the relevant regulations (see links to these Regulations and Procedures at paragraph 24.1. above);

- 25.1.8. you do not pay your tuition fees in accordance with the University's Student Debt Policy (found at <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/student-debt-policy/>);
 - 25.1.9. you are expelled or refused admission or membership by any organisation which you are required to attend or be a member of as part of your programme;
 - 25.1.10. your behaviour, in the University's reasonable view, represents a significant risk to the health, safety or welfare of yourself or others;
 - 25.1.11. you fail to enrol or re-enrol on your programme by stipulated dates;
 - 25.1.12. you receive a custodial sentence of a duration of 12 months or more, or longer than the remainder of your candidature period. You would be notified in writing of such withdrawal decision and would be advised of your right to request a review of this decision.
- 25.2. A decision requiring you to leave the University will be taken in accordance with any relevant procedure and subject to any right of appeal or review. If the University has good reason for withdrawing you and does so in accordance with these terms and conditions and any relevant procedure, the University will not compensate you for any loss or damage you may suffer as a result.
- 25.3. On withdrawal, you are required to return to your College office all property owned by the University. You must also pay any outstanding Fees (which may include all future Fees). Any action taken by the University to withdraw you will not restrict its ability to take any further action against you that it has the right to take.
- 25.4. If the University ends your contract, then it will also be entitled to end any other contract you have entered into with the University, including any accommodation agreement.

26. Your right to end the contract

- 26.1. You may end the contract by written notice to the University in the following circumstances:
- 26.1.1. where you do not accept any major changes that we have made to the Programme and/or these Terms and Conditions (including the documents referred in the Terms and Conditions) in accordance with paragraphs 3.7 to 3.10 subject to you having informed us that you do not accept such major changes within 14 days of being notified of such major changes. In such circumstances, we will not charge you for any future Fees but you will be responsible for Fees up to the date the contract is ended but will not be entitled to a refund of Fees paid up to the date upon which the contract is ended;
 - 26.1.2. where the University is in serious breach of these Terms and Conditions and has failed to rectify such serious breach within a reasonable time. In such circumstances, we will not charge you for any future Fees and you will be responsible for Fees up to the date the contract is ended but may be entitled to a refund of Fees paid up to the date upon which the contract is ended for services you have not received;
 - 26.1.3. where you are exercising your cancellation rights during the Cooling Off Period in accordance with paragraph 8; and
 - 26.1.4. at any other time without reason. If you provide notice of your intention to end the contract before the start of each academic year, you will not be responsible for any Fees for the following academic years. If, however, you wish to end mid-way through the relevant academic year, you may be responsible for the Fees for the remaining part of your academic year, and we will discuss with you what level of refund you may be entitled to. However, you may not be entitled to a full refund in these circumstances.

27. Temporarily suspending the contract

- 27.1. There may be times where you need to temporarily suspend your studies for extenuating circumstances, such as illness, or a bereavement. You will need to contact your academic department and/or Student Support if you are experiencing any difficulties which may impact on your ability to continue with your programme. If we agree to suspend the Contract temporarily, we will notify you in writing.
- 27.2. There may be times where the University will need to temporarily suspend your studies and/or this contract in circumstances where you are or are alleged to be in breach of your obligations under this contract, and the University reserves the right to temporarily suspend your studies and/or this contract by providing you with written notice to enable investigation by the University or as a sanction following the procedures set out in the University Regulations or because in the reasonable opinion of the University it would be detrimental to the health, safety or welfare of you or others for you to attend the University. You have the right to appeal a suspension in accordance with the Disciplinary Regulations.

28. Revocation of Awards

- 28.1. The University reserves the right to investigate and determine allegations of academic misconduct after an award has been bestowed upon a student in accordance with the Academic Misconduct Procedure. If you are found to have committed academic misconduct after you have received an award this could result in your award being revoked by the University. (See link to this Procedure at 20.1 above).

29. Complaints

- 29.1. The University is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things may go wrong.
- 29.2. If you are an enrolled student and are dissatisfied with your teaching and learning or facilities, or services provided by the University and wish to complain you should follow the University Complaints Procedure found at <https://myuni.swansea.ac.uk/academic-life/making-a-complaint/>
- 29.3. Students who have exhausted all stages of the University Complaints Procedure and remain dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA) an independent body which reviews student complaints: <http://www.oiahe.org.uk/>
- 29.4. The procedures for prospective students and applicants who are dissatisfied with the outcome or treatment of an application can be found at: <https://www.swansea.ac.uk/admissions/admissions-policies/>

30. Liability

- 30.1. If the University fails to comply with its obligations under these Terms and Conditions the University is responsible to you for any direct loss or damage you suffer that is a reasonably foreseeable result of the University breaking this contract or the University failing to use reasonable care and skill.

- 30.2. However, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen if we breached these Terms and Conditions or if, at the time the contract was made, both the University and you knew it might happen, for example, if you discussed it with the University before entering into the contract. The University will not, however, be responsible for any loss or damage you suffer which is attributable to your own fault and/or the fault of a third party.
- 30.3. The University is not responsible for business losses. The University only supplies these services for domestic and private use. If you use these services for any commercial, business or re-sale purpose the University will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 30.4. The University does not in any way exclude or limit its liability for:
- 30.4.1. death or personal injury caused by its negligence;
 - 30.4.2. fraud or fraudulent misrepresentation;
 - 30.4.3. any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015.
- 30.5. The University does not accept responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against theft and other risks.
- 30.6. Subject to paragraph 30.4, the University's total liability to you (whether in contract, tort, (including negligence), breach of statutory duty, or otherwise) in connection with your contract with the University shall be limited to the value of the Fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater.

31. Events beyond the University's control

- 31.1. The University is not responsible for delays outside its control. If the University's performance of the services is affected by an event outside the University's control then the University will contact you as soon as possible to let you know.
- 31.2. In such circumstances, the University shall take reasonable steps to prevent or minimise the effect of the events outside its control and contact you as soon as possible to let you know about this. Provided the University does this, the University reserves the right to change including to delay or postpone the Programme, deliver a modified version of the Programme (including online teaching, making available to affected students other support or services and facilities it considers appropriate), offer transfers to other Programme or cancel parts or all, of your Programme and/or contract.
- 31.3. Provided the University does this, the University will not be liable for any delays caused by the event but if there is a risk of any substantial delay you may contact the University to end the contract and receive a refund for any services you have paid for but not received.
- 31.4. The University will not be liable to you for events outside its control which it could not have prevented even if it had taken reasonable care. Events outside the University's control include (but are not limited to) industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, natural disaster, epidemic and pandemic disease (including the Covid-19 pandemic) fire, civil disorder, political unrest, government restrictions, public authority restrictions, and concern with regard to the transmission of serious illness.

32. General matters

- 32.1. Any notice or other communication made under these Terms and Conditions shall be in writing and addressed to you at the last email or postal address notified by you to the University, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post 48 hours after being posted to that address.
- 32.2. Your contract with the University is between you and the University and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.
- 32.3. The contract shall be governed and construed in accordance with the laws of England and Wales (as they apply in Wales). By accepting your offer you agree to abide by these terms and conditions and submit to the non-exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of, or in connection with, the contract.
- 32.4. If any provision of the contract is held to be unlawful, void and/or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 32.5. If you breach the terms of our contract and the University chooses not to insist that you perform any of your obligations under the contract, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations

33. Further consumer rights

- 33.1. As a consumer, you will always have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill and care, or if the materials the University uses are faulty or not as described.
- 33.2. For further details of your legal rights (including statutory remedies) you can visit your local Citizen's Advice Bureau, Trading Standards Office or visit the Consumer and Markets Authority Website.

34. Enquiries

- 34.1. Enquiries about the interpretation of these terms and conditions should be addressed to:
 - 34.1.1. Prior to enrolment: study@swansea.ac.uk
 - 34.1.2. After you have enrolled: myunihub@swansea.ac.uk

Last updated March 2021