

# Terms and Conditions for Students Enrolling on Taught Programmes at Stranmillis University College (SUC)

Students admitted to the BEd Primary, BEd Post Primary, BA Early Childhood (FT), BSc Health, Physical Activity and Sport, PGCE Early Years, PG Certificate/PG Diploma/Master's degrees shall be taught at SUC by its staff for the entirety of the programme(s).

#### Students admitted to the

- BA Early Childhood part-time degree at Stranmillis shall be taught by Stranmillis staff for the entirety of the programme. Those who are admitted to the BA ECS part time programme taught at collaborative sites may be taught by staff members of that institution who have obtained 'recognised teacher status' from QUB.
- FdA Early Childhood Studies (Foundation Degree) shall be taught at the Regional Colleges by staff members of the Regional Colleges who form part of the Consortium arrangements for the programme's delivery and who have obtained 'recognised teacher status' from QUB staff for the entirety of the programme(s).
- FdA Health Physical Activity and Sport (Foundation Degree) shall be taught on the Millfield campus of Belfast Metropolitan College by Belfast Metropolitan College staff who have obtained 'recognised teacher status' from QUB for the entirety of the programme.

The following Terms and Conditions highlight where University regulations apply, and where SUC regulations apply.

This document sets out the terms and conditions upon which an applicant to Stranmillis University College, Belfast may be made an offer or enrolled on our programmes. We will review and, if appropriate, update aspects of these terms and conditions annually. If the changes affect you directly, you will be notified.

In this document the terms "we", "our", "us" and "the University College" refer to Stranmillis University College, Belfast.

#### Introduction

- 1. The following Terms and Conditions, together with the regulations and policies listed at Annex A, are referred to collectively as the "Terms". The Terms provide you with information about the University College's policies and regulations. They also define our obligations to you and your obligations to us.
- 2. By accepting an offer of a place made to you by the University College, and/or enrolling, you agree to comply with and be bound by the Terms. It is therefore important that you read the Terms carefully and make sure that you understand them before accepting your offer. These Terms form part of the contract between you and the University College ("the Contract").
- 3. You will be asked to re-confirm your acceptance of the Terms, including any changes notified to you, when you re-enrol each academic year.

#### Your application and offer

- 4. The University College's offer to you may be conditional or unconditional. Where your offer is conditional, the conditions you need to fulfil to be admitted to the programme of study will be set out in your offer. Conditions may be academic and/or non-academic.
- 5. The offer of a place may be withdrawn if either you have not replied accepting the offer by the date specified or the conditions set out in your offer have not been fulfilled by the required date. The reply deadlines for undergraduate applicants are specified by UCAS and postgraduate applicants should refer to the reply date notified as this is dependent on when the offer is made. If you are an undergraduate applicant, the conditions of your offer must be fulfilled by 31 August 2022, unless an earlier date is specified in your offer.
- 6. The University College may require you to provide satisfactory evidence of your qualifications (or relevant documentation) before admission. Failure to provide satisfactory evidence to us, before the required deadline, may result in the termination of your offer, revocation of your registration as a student of the University College and the cancellation of the Contract.
- 7. By accepting the offer of a place at the University College, you confirm and declare that all information you have provided to us is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or relevant information

has been omitted, your offer may be amended or withdrawn. The Contract and your registration at the University College may, therefore, be terminated.

8. If you are deemed to be an international, EU (excluding RoI), GB or Islands student for fees purposes, then your offer is made on that basis. Details of tuition fees are available on the finance section of our website. If the assessment of your fee status subsequently changes, then your application may be reassessed and your offer may be withdrawn. In accepting your place you are confirming your assigned fee status. If you think your fee status is incorrect, please contact Stranmillis Academic Registry who may refer your query on to relevant colleagues in relevant colleagues in Finance Office.

# Registration

9. To become a student of the University College you are required to demonstrate that you have the right to study in the UK, enrol and register at the start of your proposed programme of study and re-enrol annually thereafter for each subsequent year of study. **You are required to enrol at Stranmillis University College.** 

If University College enrolment and registration is not completed before the end of the fourth week of the first semester of each year you will be deemed by the University College to be withdrawn.

- 10. By enrolling and registering you confirm that you will abide by the regulations and policies of Stranmillis University College, listed at Annex A, and that you are liable for the payment of your full tuition fee and any other charges, based on the modules on which you enrol (see clause 17 below). Enrolling in each subsequent year of study, and your progression on your programme, is subject to your having made satisfactory academic progress and/or by permission of the relevant Board of Examiners.
- 11. By enrolling and registering you confirm that you will abide by the regulations and policies of Queen's University, listed at Annex A.
- 12. Every person by enrolling and registering to become a student of the College undertakes to conform to the regulations, rules and policies including the College Student Charter.
- 13. Every person by enrolling and registering to become a student of the Queen's University, makes the following undertaking:

'I do hereby promise that I will conform to the Statutes of the University and to all Regulations, Rules and Policies, including the Student Charter.'

14. The Statutes of the University are available at

http://www.gub.ac.uk/home/Discover/About-

<u>Queens/Leadership-and-structure/Registrars-Office/University-Governance/.</u> The Student Charter is available at

http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/StudentCharter/. The Regulations, Rules and Policies are listed at Annex A.

15. If you are subject to UK immigration control, you must demonstrate that you have appropriate immigration status in order to be eligible to enrol or register. By enrolling and registering, you confirm and declare that you will abide by the terms of your visa conditions, Tier 4 compliance requirements (if applicable) and relevant UK Home Office rules. Any breach may result in the College withdrawing sponsorship and therefore termination of registration at the University College.

### **Tuition fees**

- 16. Information about our tuition fees and related charges is available on the finance section of our website. You are responsible for the payment of all course related costs if you do not avail of a tuition fee loan. By accepting your offer you confirm that you have received sufficient information on the programme that you have chosen and are aware of the associated fees and payment terms.
- 17. Your tuition fee will be determined by a combination of factors, including whether you are an undergraduate or postgraduate student, whether you are studying full-time or part-time and your tuition fee status / domicile. Your tuition fee status is determined by whether you are a home, EU, GB/Islands or International student.
- 18. Tuition fees, and any subsequent fee increases, for home and EU students are set by the Northern Ireland Government, Department for the Economy. Queen's University reviews its GB/Islands and International student tuition fees and related charges annually and the University College applies the charges set by Queens University. The level of your fees will be determined based on the first year that you commence your studies at the University College (your Admit term) and in subsequent years this tuition fee will be subject to an

inflationary increase. Once fees are confirmed each year, they will be published on the finance section of our website.

- 19. In order to secure a place on your programme, you may be required to pay a deposit. If a deposit is required, you will be advised accordingly in your letter of offer. If you do not pay the deposit in accordance with the payment terms advised, your application shall be withdrawn without further notice.
- 20. Any deposit you pay will be offset against the balance of tuition fees owed to the University College. You will only be entitled to a refund of any deposit in accordance with College procedures, further information can be found on the finance section of our website.
- 21. At the University College registration, tuition fees for full-time undergraduate and postgraduate students must be either paid in full, or a commitment given to pay these by one of the approved payment options, including information about any deposit required, as advised in your letter of offer.
- 22. In the event that your tuition fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to suspend you from the University College, refuse to permit you to continue on your programme of study and terminate the Contract.
- 23. A refund of tuition fees may be made if you withdraw from your programme of study. Refunds are calculated with reference to the date of withdrawal from the University College and will not be actioned if the withdrawal procedure has not been followed correctly. Details of fee liability dates are outlined on the finance section of our website.
- 24. If payment of your tuition fees is being met by a third party and the third party fails to make payment, then you will be personally liable for the tuition fees or any outstanding balance of fees.
- 25. The University College will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

#### Changes to your programme

- 26. We prepare our prospectus and online information about our programmes with care and every effort is made to ensure that the information is accurate. The printed version of the prospectus is, however, published at least a year before our programmes begin. Information included in the prospectus may, therefore, change before you receive your offer. Updates and changes will be published online, so you should check our website for the most current information before you accept your offer.
- 27. The University College has made available, via our website information on your programme of study, and we will endeavour to deliver programmes as described. It is a standard of good practice, however, that programmes are regularly reviewed and as a result, changes may be made. Changes have been categorised into Major Programme Changes and Minor Programme Changes. The definitions of Major Programme Changes are available at: <a href="http://www.qub.ac.uk/dasa/AcademicAffairs/ProgrammeApprovalandReviewIncludingHEReview/ProgrammeManagement/MajorChangestoExistingProgrammes/">http://www.qub.ac.uk/dasa/AcademicAffairs/ProgrammeApprovalandReviewIncludingHEReview/ProgrammeManagement/MajorChangestoExistingProgrammes/</a>. All other changes, including changes to optional modules are defined as Minor Programme Changes.
- 28. The University College will consult with students enrolled on a programme of study before any Major Programme Change is made. This consultation will be managed through Staff Student Consultative Committees and student representatives on the College's Teaching & Learning Committees. In all cases where a Major Change to a programme is made, we will communicate to students and applicants, affected by the change, at the earliest possible opportunity. In most cases, this will be in the academic year before the change happens. Minor Programme Changes will be updated in the relevant programme specification which will be available on the University College's website.
- 29. Where a programme is accredited by a professional body, we may be required to change the programme to meet the professional body's requirements.
- 30. The range and content of optional modules will change over time. Your programme information sets out the optional modules currently available for the programme, but the options listed may not run in any given year. Delivery of optional modules may depend on student demand, staff availability and developments in the subject.
- 31. The University College's portfolio of programmes changes over time, with new programmes being introduced, and others being withdrawn. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those

students already registered for the programme to complete it within the normal period of study. We will notify you of any changes as detailed in Clause 28 above.

32. In the unlikely event that we make a Major Change to your programme of study and any such change adversely affects you, or if we discontinue your programme of study, we will seek to offer you a suitable replacement programme. If we are unable to offer you a suitable replacement programme, we shall use reasonable endeavours to refer you to a comparable higher education provider offering a suitable replacement programme. If you do not wish to accept our offer of a replacement programme or if we are unable to offer a replacement, you will be entitled to cancel the Contract and withdraw. In the event that you choose to withdraw, we will make a refund of tuition fees and deposits paid as outlined on the finance section of our website.

#### Cancellation

- 33. If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract. This can be done at any time within 14 days of the date of your acceptance of the unconditional or conditional offer of a place on a course as either your firm or insurance choice (undergraduate) or on a programme (postgraduate).
- 34. If you so wish to cancel the Contract, you should inform the relevant course administrator **and/or** a member of the Registry Team by email or by completing and forwarding the cancellation form at Annex B. If you cancel within the 14 day period, any advance payment or deposit made by you will be refunded in full.
- 35. Notwithstanding your specific right above to cancel, you are also entitled to cancel the Contract and withdraw from your programme after the expiry of the cancellation period (including after enrolment), by following our withdrawal procedure. If you cancel the Contract in this way, then you may lose all or part of the tuition fees or other payments paid by you, or on your behalf, in accordance with the University College's withdrawal arrangements available on the finance section of our website.
- 36. Subject to your right of internal appeal and any requirement to pay fees, your obligations under the Contract will end if your application is withdrawn or your studies with the University College are terminated. Termination may occur because:

- a. A request from us for additional information in support of an application or enrolment remains unanswered within the period stipulated;
- b. You fail to enrol with the University College and/or pay outstanding fees in accordance with our payment terms as provided during the registration process.
- c. We have reason to believe that you are not fully engaged with your studies, or that you may have left the programme without notifying us;
- d. Action has been taken against you in accordance with our Procedures for Dealing with Academic Offences:

https://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/General Regulations/Procedures/ProceduresforDealingwithAcademicOffences/

- e. Action has been taken against you in accordance with the non-academic (conduct) disciplinary procedures of the College,
- f. Action has been taken against you following the decision of a Board of Examiners, or
- g. A breach of Tier 4 visa conditions which resulted in the College withdrawing sponsorship.
- 37. In addition, we may end the Contract by written notice to you if:
  - a. There is a change in your circumstances between accepting an offer and starting your programme, which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
  - b. We become aware of information about you which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for you to study on your programme; or
  - c. You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to your application for your programme.

#### Complaints

38. If you have a complaint about the University College, you should follow our Complaints Procedure which can be found on our website. We aim to resolve any complaints you may have as promptly, fairly and amicably as possible.

#### Students with Disabilities

- 39. The University College is committed to a policy of equal opportunity in Higher Education and we seek to ensure that students with disabilities and/or long term conditions have equitable access to all aspects of university life. Therefore, while studying at SUC, to the College will take all reasonable steps to ensure that all students can benefit from the full range of academic, cultural and social activities that are offered by SUC.
- 40. The implementation of reasonable adjustments and provision of support is guided by the Special Educational Needs and Disability (Northern Ireland) Order 2005, Section 75 of the Northern Ireland Act 1998 and other relevant legislation.
- 41. The Student Disability Policy outlines the University College's commitment to ensuring students with disabilities and/or long-term conditions have equitable access to all aspects of University College life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and register with the University College's Disability Service. Further details on the range of services available can be obtained from the Student Support section on our website.

#### Liability

- 42. The University College shall have no responsibility or liability for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by another of our students or by any person who is not our employee or authorised representative. You may wish, therefore, to insure your personal property.
- 43. There may be temporary circumstances beyond our reasonable control which may affect module or programme delivery, including, but not limited to, a flood, fire, act of God, terrorism, a health pandemic or industrial action (including disputes involving our employees). In such circumstances reasonable steps will be taken to minimise the disruption to our services and any adverse impact to you.

#### **Data Protection**

44. Any personal data provided by you may be processed by us in accordance with the provisions of the General Data Protection Legislation and our Data Protection Policy which

can be found at <a href="https://www.stran.ac.uk/wp-content/uploads/2019/10/DATA-PROTECTION-POLICY.pdf">https://www.stran.ac.uk/wp-content/uploads/2019/10/DATA-PROTECTION-POLICY.pdf</a>

45. Details of why we collect your personal data, how we collect this and what we do with your personal data, in our Student Privacy Notice can be found at <a href="https://www.stran.ac.uk/wp-content/uploads/2021/05/Student-Privacy-Notice-May-2021.pdf">https://www.stran.ac.uk/wp-content/uploads/2021/05/Student-Privacy-Notice-May-2021.pdf</a>.

#### **Intellectual Property**

46. Unless you are a postgraduate research student, you shall normally own any intellectual property you generate during your programme including, without limitation, the content of examination scripts and assignments. You will be advised if there are different arrangements applicable to your programme or your study.

#### General

- 47. The Contract constitutes the entire agreement between the University College and you in relation to its subject matter. If there is any inconsistency between these Terms and the other documents forming part of the Contract, the provisions of the Terms shall prevail. The Terms shall only be enforceable by the University College and you.
- 48. You should visit the QUB and the University College websites regularly to review any amendments to the regulations and policies referred to in the Terms. We will take reasonable endeavours to draw your attention to any significant changes to regulations and policies.
- 49. Any failure or delay by us to exercise any right or remedy under the Contract, or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 50. If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 50. Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland.

#### Annex A: regulations and policies applying to applicants and students

# Queen's University General Regulations (including Study Regulations):

(<a href="http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/">http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/</a>) – these regulations set out the requirements for the University's degree programmes. There are separate study regulations for undergraduate programmes, postgraduate taught programmes, and research programmes. Regulations are reviewed and updated annually, and any changes to the regulations are communicated to students at the start of each academic year.

# Student Misconduct Procedures – academic misconduct (Procedures for Dealing with Academic Offences:

https://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/AppealsCompl aintsandMisconduct/AcademicOffences/Student-Guide/

# **Stranmillis University College Regulations:**

For further information on Disciplinary procedures for non-academic misconduct – enquire with SUC.

**Student Disability Policy and Guidelines** (available on the Student Support section of our website) – this outlines the University College's commitment to ensuring students with disabilities and/or long-term conditions have equitable access to all aspect of University College life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and register with the University College's Student Support Service. While studying at SUC – SUC will be responsible for implementing any reasonable adjustments.

**Data Protection Policy** – this policy sets out how the University holds and processes personal data (further information is available on our website.

**Student Finance Guide** - further detail regarding tuition fees and associate financial information can be found on the finance section of the SUC website. <a href="https://www.stran.ac.uk/courses/fees-and-finance/">https://www.stran.ac.uk/courses/fees-and-finance/</a>

**College Disciplinary Policy** this document, available on our website, outlines the procedure for dealing with non-academic offences.

#### **Annex B: Cancellation Form**

If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract at any time within 14 days of the date of your acceptance of the offer. You may do so by notifying the University College in writing or by completing this Form. If undergraduate applicants prefer they may do this through UCAS, during this period, who will advise the University College accordingly.

Notice of cancellation of contract
Name: Address:
Programme accepted:
Date of acceptance:
UCAS Personal ID (Undergraduate):
Application Number (Postgraduate):
Signature:
Date of cancellation:

Please return to:

Academic Registry

Main Building

Stranmillis University College

**BELFAST** 

BT9 5DY

registry@stran.ac.uk