



Student Terms and Conditions 2018/19

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Regent's Terms and Conditions 2018/19

1. Introduction

- 1.1 These terms contain important information concerning your agreement with Regent's University London and you should take time to read them carefully. These terms and conditions represent an agreement between Regent's University London ("the **University**") and you, a prospective student. By accepting the University's offer of a place on a programme, you accept these terms and conditions in full, which along with your offer and the University's rules, [Academic Regulations](#), [policies and procedures](#) and the relevant published prospectus ([Undergraduate](#) or [Postgraduate](#)) for 2018/19 and website materials for your chosen programme which informed your decision to apply to the course, form the contract between you and the University in relation to your studies at the University (the "**Contract**").
- 1.2 The University will make every effort to ensure that the information provided to you about your course is accurate. However, occasionally it may be necessary to update a prospectus or website materials, due to legitimate staffing, financial, legal/regulatory, academic or other organisational reasons. Any updates to our published prospectuses are available on our [website](#) or by contacting the University's Admissions Office. The University may also update and replace these terms and conditions as well as the rules, regulations, policies and procedures referred to in Clause 1.1 above from time to time in order to ensure it operates efficiently and in the best interests of students and meets its obligations under the law.
- 1.3 Such changes will not normally affect the content of your course (see section 11 for provisions concerning changes to your programme) but might consist of matters such as updates to the rules, regulations, policies and procedures owing to changes in the law.
- 1.4 Any minor amendments made by the University to the Contract will be made available on the University's website, which you should consult regularly.
- 1.5 In the event that we are required to make any significant changes to the Contract, we shall bring these changes to the attention of affected students as soon as reasonably practicable. In the case of such substantial changes, except where the change is clearly to students' benefit, the University will seek students' views (for example, by consulting with the Student Union) before implementing the changes and will give students not less than 2 months' notice of such proposed substantial changes. You may have the opportunity of ending your Contract before the change comes into effect. You may do this by contacting the University's Registry in which case your studies with the

University will terminate. You will remain liable for any fees incurred up to the date you notify us of your decision. You should consider your options carefully before deciding to end your Contract.

- 1.6 Applicants and students with a disability are encouraged to notify the University at the earliest opportunity so that the University can comply with its obligations under the Equality Act 2010 and make adjustments which are reasonable and appropriate in the circumstances. If you require any adjustments then please contact the University's Admissions Office.
- 1.7 If you have any questions or concerns about these terms and conditions, please contact the University's Admissions Office on +44 (0)20 7487 7505 or via email at admit@regents.ac.uk.

2. Offers

- 2.1 It is your responsibility to ensure that all of the information you provide to the University is true and accurate.
- 2.2 If you require a Tier 4 visa to study in the UK, it is your responsibility to ensure that all of the information you provide is true and accurate.
- 2.3 If it is discovered that your application contains materially incorrect or fraudulent information, there is a re-assessment of your fee status, or significant information has been omitted from your application form, the University may withdraw or amend your Offer, or terminate your registration at the University. If you wish to challenge this decision, you should follow the University's Complaints Procedure which is referred to in Clause 13 below.
- 2.4 The Offer the University makes to you will be conditional or unconditional. If your Offer is conditional, the University will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. In particular, your Offer may be conditional upon you passing an English Language test before you are admitted or undertaking and passing English for Academic Purposes module after your admission. The University's English Language Requirements are available on the University's website.
- 2.5 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, the University reserves the right to withdraw your Offer or (with your agreement) defer your application to an entry date in the future. If you wish to challenge this decision, you should follow the University's Complaints Procedure which is referred to in Clause 13 below.
- 2.6 You may be required, at the request of the University, to provide satisfactory evidence of your qualifications (including English language qualifications if

required) before admission. Failure to provide such evidence to the University's satisfaction may result in the termination of your offer, the revocation of your registration as a student of the University and termination of the Contract. If you wish to challenge this decision, you should follow the University's Complaints Procedure which is referred to in Clause 13 below.

3. Immigration

- 3.1 If you require a Tier 4 visa to study in the UK, you must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University.
- 3.2 The University is required to comply with its own duties under immigration law and as a result may have to withdraw sponsorship of your Tier 4 visa if you do not comply with Home Office requirements, including but not limited to:
- Failure to meet the minimum attendance requirements;
 - Your registration has been terminated, or you withdraw or commence an interruption of studies;
 - You successfully complete your programme of study in a shorter period of time than originally planned;
 - You fail to enrol or re-enrol in accordance with Clause 4;
 - or
 - You fail to provide evidence that you have valid leave to remain in the UK.
- 3.3 If you choose to withdraw from your studies or if your registration is terminated by the University, this will affect the validity of your Tier 4 visa sponsored by the University and your ability to enter and/or remain in the United Kingdom.
- 3.4 If you lack the required visa to study in the UK, or if you do not comply with the conditions attached to your Tier 4 visa then the University will refuse to admit or enrol you and will withdraw your Offer. If your visa is revoked for any reason, the University will interrupt or terminate your enrolment on your programme and you will not be entitled to a refund of any programme fees already paid unless the University is satisfied that the revocation of your visa was not your fault. Furthermore, you will remain liable for all fees incurred but not yet paid up until the date of your visa being revoked. If you wish to challenge the decision made in your case, you should follow the University's Complaints Procedure which is referred to in Clause 13 below.
- 3.5 In order to comply with its legal obligations under immigration law, the University may need to process information about you. The University may contact the Home Office to clarify details on outstanding visa applications and

previous immigration history and the Home Office may release such information to the University. We would normally seek your written permission before doing so.

4. Enrolment

- 4.1 Enrolment is the administrative act of becoming a student of the University. ("**Enrolment**").
- 4.2 After you have accepted your offer, you must enrol before the commencement of your studies and at the beginning of each following term.

5. Conditions of Admission

- 5.1 Your admission to the University, attendance on a programme, and right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling in accordance with Clause 4.
- 5.2 You should also note that your progression on your programme and your final award depend on your academic performance.

6. Deposits

- 6.1 In order to secure a place on your programme and prior to your Enrolment, you will be required to pay a deposit. You will be advised of this following receipt of your application, by a deposit message issued by the Admissions Office or in your Offer. If you do not pay the deposit monies in accordance with the payment terms advised in your Offer, your application may be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place when you apply to the University.
- 6.2 Any deposit you pay will be offset against tuition fees owed to the University for the first term of study.
- 6.3 Deposits are normally non-refundable unless:
 - You cancel the Contract within the Cancellation Period in Clause 10.1;
 - The University cancels the programme for which your deposit was paid, and it is not able to offer you a satisfactory alternative, in accordance with Clause 11;
or
 - You fail to obtain a Tier 4 visa to travel and study in the UK and the University is satisfied that the failure to obtain the visa was not your fault.
- 6.4 For further information regarding deposits, please refer to the University's

deposit guidelines which are available on the University's website.

7. Fees

- 7.1 Information about current programme fees can be found through the University website.
- 7.2 Subject to Clauses 7.3 and 7.4, unless the University agrees otherwise in writing the Fees should be paid on or before the beginning of the term the fees relate to (the "Final Payment Date").
- 7.3 If you are self-funding and paying by instalment under the University's instalment scheme (see 7.4 below) or studying on a part-time intermittent basis, you will be invoiced as you study.
- 7.4 You will not be deemed to have enrolled until your tuition fees have been paid (or your first instalment paid if paying by instalments), or satisfactory evidence produced that such fees will be fully paid by a government loan scheme such as funding from the Student Loans Company / Student Finance England or a sponsoring authority on receipt of the University's invoice. You will be personally liable to pay your tuition fees if a government loan scheme or sponsoring authority fails in whole or in part to do so, unless you decide to terminate your studies. You will remain liable for any fees incurred up to the date you notify us of your decision.
- 7.5 If you are personally liable to pay all or part of your tuition fees, a number of payment methods are available to you. Further information is available on the University's website at [Payment Terms & Conditions](#) and [Pay Fees Online and Payment Plans](#).
- 7.6 In the event that your tuition fees have not been paid in full by the relevant Final Payment Date (as defined in Clause 7.2 above) or in accordance with the University's fee instalment scheme, the University shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract. You will be liable for the fees incurred up to the date of termination of your Contract. If you wish to challenge the decision made in your case, you should follow the University's Complaints Procedure which is referred to in Clause 12 below.
- 7.7 The University may pursue legal proceedings against you if you are in debt to the University or may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations. In addition, if you are in debt to the University (whether for tuition or other charges) you may be recorded as a debtor of the University in any references requested from the University.

- 7.8 No refund of tuition fees is available other than in accordance with Section 10 and Section 11.
- 7.9 If you have any concerns regarding payment of fees or require further information about tuition fees (including the refund of tuition fees), please contact the Finance Department at Tel: +44 (0)20 7487 7447, Email: finance@regents.ac.uk.
- 8. Important Terms about Tuition Fee Increases and Your Right to End Your Contract if Your Fees Increase**
- 8.1 Your programme of study may last several years and your fees are likely to increase annually to reflect changes in costs of delivering your course and any changes in the law or government policy. Cost increases take account of e.g. increased costs of staff; the maintenance of buildings, equipment and facilities and inflation.
- 8.2 The University may therefore increase fees annually to recognise these changes. Tuition fees are set 12 months in advance and are normally subject to an inflation-linked increase of up to 4% at the start of each academic year in the autumn. Tuition fees are set for the University's financial year which runs from 1 August to 31 July. Annual fees for students commencing studies in the Spring term will span financial years. Spring and Autumn fees will be charged at the rate applicable for that term. Where such increases are necessary, the University will endeavor to give affected students not less than 2 months' notice before the start of the academic year to which the fee increase is intended to apply. This means that students entering the second or later years of their programme may be charged fees which increase each University academic year. For new students, the level of your fees in your first year will be set out on our website and in your Offer.
- 8.3 If the University notifies you that your fees will be increasing, you may end your Contract provided that you notify the University Registry. You should notify them in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and your studies with the University will terminate. You will remain liable for any fees incurred up to the date you notified us of your decision. You should consider your options carefully before terminating your Contract in these circumstances.
- 8.4 If you defer entry, or your studies are suspended for any reason, the fees when you commence or resume your studies may have increased as set out above.

9. Other Charges

- 9.1 It is the policy of the University to ensure that the tuition fee contains all relevant charges for your programme of study. However, in addition, you may incur additional expenditure on discretionary items such as (but not limited to) fieldwork, specialist course materials, equipment or room hire, photocopying and printing, and supplementary instrumental tuition.
- 9.2 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University.

10. Your Cancellation Rights

- 10.1 You have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your acceptance of the University's Offer ("Cancellation Period").
- 10.2 In order to cancel the Contract in accordance with Clause 10.1, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You may use the "Cancellation Form" available on our website to notify us of your decision to cancel by letter or email, but you do not have to use the form.
- 10.3 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. We do not have to have received it before the expiry of the Cancellation Period.
- 10.4 If you have made any payment under the Contract prior to the date of cancellation of the Contract under Clause 10.1 then the University will provide you with a full refund as soon as reasonably possible but in any event within 14 days of the University receiving your written notice of cancellation. Full details of the University's [Refund Policy](#) are available on our website.
- 10.5 Notwithstanding the specific cancellations right set out in clauses 10.1 and subject always to the terms of clause 7.8 you can cancel the Contract at any time either before or during the course of your programme. Cancellation of the Contract, will usually result in the loss of your deposit, and may result in the loss of the whole or part of your tuition fee in accordance with the terms of the University's [Refund Policy](#).

11. Changes to Your Programme

11.1 The University will only make changes to your programme or close a programme after the acceptance of your Offer in limited circumstances. Examples of changes may be changes to the content or structure of programmes, location of teaching, method of teaching/assessment or the type of award. In circumstances where changes are made in accordance with this Clause, the University will take all reasonable steps to minimise disruption to students. The circumstances where changes to programmes may be made include:

- Where changes are in students' interests, for example due to developments in teaching, new assessment methods, campus redevelopment meaning that teaching venues change;
- 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 may be where the member of staff has a particular specialism which cannot be adequately covered by other available resources.
- Where a teaching location becomes unavailable for reasons outside the University's control;
- Where legal, regulatory or other requirements mean that changes have to be made to ensure that the University complies with its obligations;
- Where the University decides for academic or operational reasons to revise the modules available on your course.

11.2 Where changes or course closures are proposed or have to be made for the reasons outlined in paragraph 11.1 above, the University will take all reasonable steps to minimise disruption to students. In the case of substantial changes (for example, closing a course during a student's studies), the University will seek students' views before implementing the changes and will give students not less than 2 months' notice of such proposed substantial changes in line with Clause 1.5 above. This will include consulting with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. The full details on the steps that Regent's will take to minimise the disruption to your studies are set out within the University's [Student Protection Plan](#).

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

11.4 In the case of substantial changes, you will be given the option to end your contract by giving the University's Registry at least two weeks' notice in writing if you are adversely affected by the change. The effect of ending your Contract

is that you will not incur fees for the next or subsequent academic terms and your studies with the University will terminate. You will remain liable for any fees incurred up to the date when the notice of your decision expired. You should consider your options carefully before terminating your contract in such circumstances.

- 11.5 It would be exceptional for a course at the University to be closed. If it is ever necessary to close a course to new entrants, the University will continue to teach the current students on that course until they have completed their studies. If this is not possible, as part of the approach at 11.2 – 11.4 above, the University will explore other options with the affected students, for example considering whether current students' courses can be completed at another institution, or whether current students can be offered places on alternative courses at the University.
- 11.6 In the case of applicants who have accepted offers but not commenced their studies when, exceptionally, a decision is taken to close the course and not admit new students, the University will notify the applicants promptly and again explore other options for these applicants, including whether places can be offered on alternative courses at the University. Where the applicant does not accept the offer of an alternative course, the University will refund tuition fees and deposits paid in accordance with its [Refund Policy](#).
- 11.7 The University may also decide to close a course before an applicant has accepted an Offer, in which case the offer will be withdrawn promptly. Again, such a decision would only be made exceptionally, but the University may decide to do this for example because there has been insufficient interest in the course, which would adversely impact the student experience, or where a key member of staff leaves and the University considers it unlikely to be able to replace that individual in time.

12. Educational Provision

12.1 The University shall:

- Deliver your Programme with reasonable care and skill and as far as possible, in accordance with the description applied to it in the prospectus;
- Clearly explain the academic requirements of your programme to you.

12.2 You must use all efforts to fulfil all the academic requirements of your programme, including submission of course work and other assignments and attendance at examinations, lectures, seminars, teaching sessions and other required events, on time and in accordance with the relevant policies, rules and

regulations of the University.

- 12.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the University may take disciplinary action against you under its [Code of Student Conduct](#) and [Academic Regulations](#). Please also see Clause 15 below on "Termination".

13. Complaints Procedure

- 13.1 If you have a complaint about the University, you should follow the University's [Complaints Procedure](#) which can be found on the University's website. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible. If you wish to complain about the Admissions process, a copy of the University's Admissions Appeals & Complaints Policy can be obtained by contacting the University's Registry.

- 13.2 If, having followed the University's Complaints Procedure, you remain dissatisfied, you have the right to refer your complaint to the [Office of the Independent Adjudicator](#).

14. Liability

- 14.1 Whilst the University takes all reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

- 14.2 The University shall not be liable for delays arising to the delivery of your programme caused by matters outside our control, This includes but is not limited to if such failure is caused by any act or event beyond the University's reasonable control including war (whether declared or not), terrorist attack or threat of terrorist attack, severe weather, fire, flood, civil commotion, riot, invasion, natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failures of public utilities or transport systems/networks and national emergencies ("Force Majeure Event"). If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimize the disruption to your studies and has business continuity measures in place to facilitate this.

- 14.3 In the event that the delay caused by a Force Majeure Event results in the complete inability to deliver your programme for an unbroken period of 28 days or more then you will be entitled to terminate your programme with immediate effect by contacting the University's Registry by email or in writing. You should consider your options carefully before terminating your Contract. If you decide

to terminate your programme then you will remain liable for fees incurred up until the date when you informed us of your decision.

14.4 Nothing in these terms and conditions shall limit the University's liability:

- For death or personal injury arising from the University's own negligence;
- For fraud or fraudulent misrepresentation;
- In respect of your rights to require repeat performance, or to a price reduction under the Consumer Rights Act 2015;
- or
- In respect of any other liabilities which may not be lawfully excluded or restricted.

14.5 Subject to Clause 14.4, the University's liability to you in respect of the provision of your course, the cancellation, postponement or amendment of the course, any negligence, any breach of these terms and conditions or arising in any other way out of the subject matter of these terms and conditions is limited to the total amount of the tuition fees paid by you for your programme under your Contract.

14.6 This means the limitation on our liability may apply if you make a claim for matters such as alleging that we:

- Have not exercised reasonable care and skill (or have been negligent), for example in delivering, assessing or supervising your course;
- Have otherwise breached these terms and conditions;
- have not delivered something that we promised we would deliver;
- or
- Have made other kinds of misrepresentation about your programme.

This is not an exhaustive list, but is an indication of the most likely areas where limitation of our liability may apply.

15. **Important Terms Regarding Termination**

15.1 The University reserves the right to terminate the Contract and exclude you from the University if you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of the programme in line with the provisions of the [Academic Regulations](#) (Section C). You should also note, as set out in clause 5.2 above, that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

15.2 The University also reserves the right to terminate the Contract and exclude you from the University for disciplinary offences, for non-enrolment, for non-

payment of tuition fee debt, or for inadequate attendance or performance on your programme. You should contact the Student Hub at the University for further guidance on the relevant policies.

- 15.3 If you have been excluded from the University, you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, take examinations/tests, or proceed to any degree, diploma or other award of the University.

16. Data Protection

16.1 The University holds information about all applicants to the University and all students at the University. The University will need to process your personal information (whether supplied directly by you or by third parties) in order to process your application to a programme and (if you enrol as a student of the University) to manage your student record and student experience. This may include the University sharing your data with other third parties where this may be required for the fulfilment of your student contract and managing your student experience and for statutory and other legal reasons.

16.2 The University may disclose student information to third parties in accordance with relevant data protection legislation. We will inform you and will seek your consent where relevant regarding use or disclosure of your information for any other purposes.

16.3 You should refer to the University's [Data Protection Policy](#) for more information. This is accessible via the University's website.

17. General

17.1 Nobody else has any rights under this contract. The terms of the Contract shall only be enforceable by you and the University. Neither you nor the University will need to get the agreement of a third party in order to end the contract or make any changes to these terms.

17.2 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

17.3 The courts in England will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the English law.