



Swansea University Terms and Conditions

1. Important information about your offer and student contract with Swansea

1.1 These 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 2020 or deferred to 2021.

1.2 If you decide to accept this offer, a contract will be formed between you and the University. 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.

- Your offer letter (entry requirements will be clearly set out, where relevant to you, in 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/>

2. Changes to your programme of study and/or these terms and conditions

2.1 Your offer of a place to study at the University is based on the following:

2.1.1 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

2.1.2 the current versions of the University’s Academic Guide.

2.2 However, changes to programme information (including to programme description, content, mode and/or location of delivery and/or timetable), services, facilities and/or the University’s Royal Charter, Statutes, Ordinances, Regulations and Academic Guide may be necessary. Reasons for changes include, but are not limited to, the following reasons:

2.2.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;

- 2.2.2 to respond to sector good practice or quality enhancement processes;
 - 2.2.3 to keep programmes contemporary by updating practices or areas of study;
 - 2.2.4 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);
 - 2.2.5 enhancement to the University's Estate and Facilities and planned relocation of Schools/Colleges or Departments;
 - 2.2.6 other circumstances outside the reasonable control of the University including industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a programme unsafe to deliver
- 2.3 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.
- 2.4 If changes to your programme are made after you have accepted your offer, the University will take reasonable steps to notify you of those changes, and give you an opportunity to provide feedback in relation to any changes proposed / made. The University will also attempt to minimise any disruption to you.
- 2.5 If your programme is withdrawn or if fundamental 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 tuition fees you have paid.

3. Fee Status

- 3.1 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.
- 3.2 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/EU" rate and the higher "International" fee rate until your status is confirmed.

4. Fees and Payment

- 4.1 The tuition fees stated in your offer letter will apply for the first year of your programme only. Fees for postgraduate and International students will increase by 3% each year. Fees for full time Undergraduate UK/EU students may be increased in subsequent years of study by an inflationary amount determined by Welsh Government. A bench 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 of Study.
- 4.2 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. Information for UK/EU Undergraduates 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/> and for UK/EU Postgraduates: <https://www.swansea.ac.uk/finance-swansea-university/paying-tuition-fees-and-other-information/pay-fees-uk-eu-postgraduate/> International students: <http://www.swansea.ac.uk/enrolment/pay-fees/>
- 4.3 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.
- 4.4 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 Deferring your start date

- 5.1 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 admissions@swansea.ac.uk.
- 5.2 The tuition fees stated on your offer letter are based on the start date in 2020 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.

- 5.3 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.
- 5.4 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.

6. Your statutory right to cancel your acceptance

- 6.1 After you have accepted your offer of a place, you have the right to cancel your acceptance within 14 days without giving any reason under the Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013. The cancellation period will expire after 14 days from the date you accept your offer.
- 6.2 To exercise your right to cancel, you must inform the Admissions Office (Singleton Park, Swansea, SA2 8PP email: admissions@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 www.swansea.ac.uk/admissions, 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.
- 6.3 If you cancel your acceptance within the 14 day cancellation 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. If you request to begin the performance of services (i.e. start your programme) during the cancellation period, you shall pay us an 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.

7. Enrolment and Re-enrolment

- 7.1 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 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.

7.2 If you do not enrol by University enrolment deadlines you may be withdrawn for non-enrolment. 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.

If you hold a Tier 4 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.

If you are in receipt of a student loan from the UK government, the University will inform the Student Loans Company of your withdrawal.

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/>

8. Non-payment of fees

8.1 If you do not pay your tuition fees in full or on time, the University may impose penalties which are set out in the Academic Guide. 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.

9. Criminal charges, cautions and convictions

9.1 If your offer of a place is conditional on you obtaining a satisfactory Disclosure & Barring Service (DBS) check, 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.

9.2 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.

9.3 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. “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 and visitors, an offer of a place may be withdrawn. For more information see:

<https://www.swansea.ac.uk/media/criminal-convictions-policy-2018-v2.pdf>

- 9.4 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/>).

10. Professional programmes

- 10.1 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.
- 10.2 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/>)

11. Disabilities

- 11.1 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
- 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.

12. Collaborating Organisations

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 the NHS, Local Authority, Welsh Ambulance Service etc.

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.

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.

13. Data protection

- 13.1 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. The information collected will be used primarily for the purpose of processing your application and creating and maintaining your student record. This information will also be used to make statutory returns to bodies such as the Higher Education Statistics Agency (HESA).

All data is held and processed in accordance with the requirements of the Data Protection Act 2018 and the General Data Protection Regulations . 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. 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.

The University's data protection for applicants can be found at:

<http://www.swansea.ac.uk/admissions/applicantdataprivacystatement/>

14. Accuracy of Information

- 14.1 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.
- 14.2 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.

15. Postgraduate Research programmes

- 15.1 Each postgraduate research degree programme has a normal period of supervised study – the minimum candidature period (**‘expected end date’** on your offer letter) – 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.
- 15.2 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/>

- 15.3 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.
- 15.4 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.

16. English Language Requirements

- 16.1 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:
- 16.1.1 Via an approved English Language test or alternative qualification listed at:
<http://www.swansea.ac.uk/international/students/requirements/english-requirements/>
- 16.1.2 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
- 16.2 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.

17. Visas and immigration permissions

- 17.1 If you are an international non-European Union (non-EU) 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 student advisory service at International.campuslife@swansea.ac.uk.

18. Deposits for International Applicants

- 18.1 If you are an International applicant and require a Tier 4 visa to study in the UK, we will ask you to pay a £2000 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 cancellation 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.
- 18.2 More information can be found at: <http://www.swansea.ac.uk/undergraduate/fees-and-funding/tuition-fees/refunds-policy/>

19. Intellectual property

- 19.1 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%21IP%21Policy.pdf>

20. Conduct and attendance

- 20.1 You must be aware of and abide by the University's Regulations relating to conduct and behaviour, academic integrity and attendance. 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/>
 - Attendance Monitoring Policy for Taught Students – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/aqs-policies/attendance->

[monitoring-policy-for-taught/](#)

- Attendance Monitoring Policy for Research Students – accessible at <https://myuni.swansea.ac.uk/academic-life/academic-regulations/aqs-policies/attendance-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/>

21. When you may be asked to leave the University/Termination of our contract with you

21.1 The University reserves the right to withdraw you from the University and terminate its contract with you, without liability, at any time (in accordance with any relevant policies/procedures) by written notice if you are in serious breach of these terms and conditions, the University's Regulations and/or any conditions stated in your offer letter, including (but not limited to) the following circumstances:

21.1.1 If it determines 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

21.1.2 If 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

21.1.3 if you are a student requiring sponsorship under Tier 4 of the UKVI Points Based System: you require a visa to study in the UK and you do not acquire a visa by the start date of your programme; you are unable to provide the documentation required as part of our UKVI Tier 4 Sponsor Licence; you have previously been refused a visa to study in the UK; you provide documents which the University is unable to verify as authentic or which it believes not to be authentic; you have failed to act within the restrictions of your Tier 4 visa and/or you have failed to comply with or assist the University in complying with any relevant Immigration Rules, UKVI Tier 4 Guidance or other Home Office requirements in force from time to time, including but not limited to:

21.1.3.1 English Language

21.1.3.2 Attendance and checkpoint monitoring

21.1.3.3 Checking the terms of your visa are correct

21.1.3.4 Reporting any updates or changes to your immigration status

- 21.1.3.5 Keeping your UK address, telephone and personal email address up-to-date on your student record; and/or
- 21.1.3.6 Adhering to the working hours restrictions as stated on your visa
- 21.1.4 If you are a student requiring sponsorship under Tier 4 of the UKVI Points Based System and after reasonable investigation the University considers, or is informed by the UKVI, that you are a threat to immigration control
- 21.1.5 If 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 12 above)
- 21.1.6 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
- 21.1.7 You are withdrawn from the University for breach of the Disciplinary, Academic Misconduct, Fitness to Practise, Fitness to Study and/or Attendance Monitoring regulations and procedures in accordance with the relevant regulations (see links to these Regulations and Procedures at 20.1 above).
- 21.1.8 You do not pay your tuition fees in accordance with the University's Sanctions for the Non-Payment of Fees Regulations (see link to these Regulations at 8.1 above).
- 21.1.9 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.
- 21.1.10 You fail to enrol or re-enrol on your programme by stipulated dates;
- 21.1.11 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.
- 21.2 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.
- 21.3 On withdrawal, you are required to return to your College office all property owned by the University. You must also pay any outstanding fees. 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.

22 Revocation of Awards

- 22.1 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).

23. Complaints

- 23.1 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, and, if the matter cannot be resolved informally the University Complaints Procedure sets out a procedure for enrolled students to raise any complaints with the University and for such complaints to be dealt with fairly, consistently and as quickly as possible. This procedure, and related information, can be found at:

<https://myuni.swansea.ac.uk/academic-life/making-a-complaint/>

- 23.2 Students who are 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/>
- 23.3 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/>

24. Liability

- 24.1 If the University fails to comply with these terms 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 skills. 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 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.
- 24.2 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.

24.3 The University does not in any way exclude or limit its liability for:

24.3.1 death or personal injury caused by its negligence;

24.3.2 fraud or fraudulent misrepresentation;

24.3.3 any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015;

24.4 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 and the University will take steps to minimise the effect of the delay. 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.

24.5 The University will not be liable to you for events outside its control which it could not have foreseen or prevented even if it had taken reasonable care. Events outside the University's control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the University reserves the right to change or cancel parts, or all, of your Programme and/or contract.

24.6 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.

24.7 Subject to paragraph 24.3, 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 tuition 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.

25. General matters

25.1 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.

25.2 The contract shall be governed and construed in accordance with the laws of England and 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.

26. Further consumer rights

- 26.1 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.
- 26.2 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.

27. Enquiries

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

Last updated October 2019