



## Terms and Conditions upon Acceptance of an Offer

### Definitions

“**we/us/our/the University**” means the University of Sheffield.

“**you/your/student**” means a prospective or registered student of the University of Sheffield.

“**Cancellation Period**” has the meaning set out in paragraph 19.1.

“**Course**” means your prospective or registered programme of study or research with us.

“**Contract**” means the agreement between you and us in relation to your attendance on a Course. These terms and conditions, the Offer, and the documents, regulations and policies referred to in these terms and conditions and/or the Offer together set out the terms that apply to the Contract.

“**Force Majeure Event**” has the meaning set out in paragraph 16.1.

“**Offer**” means the offer by us to you of a place on a Course subject to the terms and conditions set out in the Contract.

“**Tuition fee**” means the fee that is payable for participation on a Course.

### 1. Introduction

- 1.1 The Contract represents an agreement between you and us. By accepting the Offer, you accept the terms of the Contract (including these terms and conditions). If you have any questions about these terms and conditions, you should contact us by email at [study@sheffield.ac.uk](mailto:study@sheffield.ac.uk) before accepting the Offer.
- 1.2 In addition to these terms and conditions, there are other rules and regulations which apply to your attendance at the University and on your Course. Details of these rules and regulations can be found at: [www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar). Please take the time to read these carefully as these documents, together with these terms and conditions and the Offer, form the Contract between you and us. The University’s formal Student Admissions Policy can be found at: [www.sheffield.ac.uk/study/policies/admissions](http://www.sheffield.ac.uk/study/policies/admissions) and your application will be assessed in accordance with this Policy.
- 1.3 Some Courses may require you to agree to the terms and conditions of professional bodies or third-party providers. Details of these requirements are set out in the Course information on the University’s website. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ terms and conditions.

## **2. Offers**

- 2.1 The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by our University Senate and any conditions set out in the terms and conditions and/or the Offer.
- 2.2 The Offer may be conditional or unconditional. This will be set out in the Offer. If the Offer is conditional, we will set out the conditions of the offer which you will need to fulfil in order to be admitted to the Course.
- 2.3 The Offer may be conditional upon you passing an English language test. Information about English language requirements can be found at:  
Undergraduates: [www.sheffield.ac.uk/undergraduate/apply/english-language](http://www.sheffield.ac.uk/undergraduate/apply/english-language)  
Postgraduates: [www.sheffield.ac.uk/postgraduate/english-language](http://www.sheffield.ac.uk/postgraduate/english-language)
- 2.4 Offers will be made through UCAS (for undergraduate applicants) and by email/letter (for postgraduate applicants and degree apprenticeship applicants).

## **3. Meeting the conditions of an Offer**

- 3.1 If you have been issued with an Offer which is conditional on achievement of a qualification or other requirement, you will need to fulfil the conditions to receive an unconditional offer.
- 3.2 For applicants to undergraduate courses, if you have not fulfilled the conditions of the Offer by the 31 August following your application, we reserve the right to withdraw the Offer or to defer your application to the next year of entry. If your Course has an earlier deadline, details of this will be set out in the Offer.
- 3.3 For applicants to postgraduate courses, if you have not fulfilled the conditions of the Offer by seven (7) days before the start date of your Course, we reserve the right to withdraw the Offer or to defer your application to the next year of entry. If your Course has an earlier deadline, details of this will be set out in the Offer.
- 3.4 For applicants to apprenticeships, the department offering the apprenticeship will check with you whether you meet the apprenticeship eligibility requirements as set out in the Department for Education Apprenticeship funding rules for Main Providers ([www.gov.uk/guidance/apprenticeship-funding-rules](http://www.gov.uk/guidance/apprenticeship-funding-rules)), or rules in place at the time of application, and in the relevant apprenticeship standard. If these requirements have not been met to the satisfaction of the University by seven (7) days before the start date of your course, we reserve the right to withdraw the Offer.

## **4. Accuracy of application information**

- 4.1 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 4.2 We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at the University), without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information.

## **5. Conditions of admission and registration**

- 5.1 Your admission to the University and your right to study on your Course are subject to you complying with the terms of the Contract and our registration procedures and subject to you observing our Charter, Statutes, Ordinances and Regulations. These documents are available for you to review at: [www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar). If you do not act in accordance with the terms of the Contract we may take disciplinary action against you and one of the possible outcomes of such an action is that your Contract with us may be terminated in accordance with paragraph 18.1.
- 5.2 When you register for your Course, we will require satisfactory evidence of your ability both to pay tuition fees and to support yourself during your period of study. If you are unable to provide such evidence you may be granted temporary registration by the University Secretary. A temporary registration period shall lapse if the evidence is not provided within three (3) weeks. Information about paying your fees can be found at: [www.sheffield.ac.uk/new-students/tuition-fees](http://www.sheffield.ac.uk/new-students/tuition-fees). This paragraph 5.2 is not relevant to apprenticeships which are subject to different funding arrangements.
- 5.3 We require satisfactory evidence of your qualifications (including English language qualifications if required). Before admission, you may be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation. Undergraduate applicants for whom we have received results from awarding bodies via UCAS will not need to provide original certificates.
- 5.4 Admission to the University is normally dependent on a satisfactory disclosure of relevant criminal convictions. An Offer may be withdrawn in the case of an unacceptable disclosure, or the failure to disclose. More information is available at: [www.sheffield.ac.uk/study/policies/convictions](http://www.sheffield.ac.uk/study/policies/convictions)
- 5.5 Where admission to the Course is dependent on an enhanced DBS disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the Head of Department has been obtained. Any registration may be revoked in the case of an unacceptable disclosure.
- 5.6 All students are required to be fit to study, as defined in Regulation 26 of the General University Regulations ([www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar)). Students deemed unfit to study may be required to defer their admission or discontinue their Course. More information is available at: [www.sheffield.ac.uk/study/policies/fitness-study](http://www.sheffield.ac.uk/study/policies/fitness-study)
- 5.7 Where admission to the Course is dependent on a satisfactory health check, any registration shall be regarded as provisional until a health check acceptable to the Head of Department has been completed. Any registration may be revoked in the case of an unsatisfactory health check.
- 5.8 When you register on your Course you will be required to sign up to the University's Registration Declaration. In this Declaration, you will be asked to:
- a) agree to accept and observe the Charter, Statutes and Regulations of the University;
  - b) agree to statements regarding the protection of your data; and
  - c) confirm that you have read and understood the essential reading information provided to you as part of your pre-registration.

The current version of the Registration Declaration can be found at: [www.sheffield.ac.uk/new-students/registration/declaration](http://www.sheffield.ac.uk/new-students/registration/declaration). Please be aware that this Declaration is updated occasionally and you will need to read it carefully when you complete the Registration Process. You will be asked to

agree to the Registration Declaration each year that you register. The essential reading is provided at: [www.sheffield.ac.uk/new-students/registration/essential-reading](http://www.sheffield.ac.uk/new-students/registration/essential-reading)

- 5.9 In the case of apprenticeships, you and your employer will be required by the University to sign an apprenticeship Training Plan setting out details of the apprenticeship and the obligations of each of the parties, including terms you must comply with. This is in accordance with Department for Education funding rules.

## **6. Student obligations and attendance**

- 6.1 We will use all reasonable efforts to deliver your Course in line with your Offer, these terms and conditions and the University's academic regulations, policies and procedures.
- 6.2 You agree to:
- 6.2.1 comply with these terms and conditions;
  - 6.2.2 comply with the academic regulations and policies and procedures;
  - 6.2.3 maintain and evidence an immigration status that entitles you to undertake your Course; and
  - 6.2.4 fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.
- 6.3 The University will capture and process attendance data in order to provide support to students, to track engagement with studies and to meet legal and regulatory requirements. The University will take appropriate action as laid out in the General University Regulations ([www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar)). Information about how and why the University monitors attendance, what students should do if they are absent, and what happens if they stop attending is provided at: [www.sheffield.ac.uk/new-students/attendance-monitoring](http://www.sheffield.ac.uk/new-students/attendance-monitoring)
- 6.4 Students are required to engage with the relevant University's attendance and engagement policies, including responding to attendance interventions, providing sufficient evidence to support mitigating circumstances and/or satisfactorily accounting for absence. Students who do not do so may have their registration at the University terminated in accordance with paragraph 18.1. In addition, visa sponsored students may have their Student visa withdrawn.

## **7. Tuition fee deposits**

- 7.1 For International applicants to postgraduate taught courses, a deposit may be required in order to secure a place on your Course. If this is the case it will be highlighted 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 advisable that you have funding for your deposit in place before you apply to the University. Any deposit you pay will be offset against the balance of tuition fees owed to the University.

- 7.2 Deposits are non-refundable except where one or more of the following conditions are met:
- 7.2.1 you request a refund within 14 days of accepting an offer or paying the deposit;
  - 7.2.2 you are unable to travel to the UK to begin your studies due to UK or other government restrictions on travel;
  - 7.2.3 your exams are cancelled or your university is temporarily or permanently closed;
  - 7.2.4 your visa application is refused or rejected, except where there is evidence of fraud;
  - 7.2.5 the University is unable to provide your Course as advertised and you do not accept an alternative course, in accordance with paragraph 15.1;
  - 7.2.6 in the University's reasonable opinion, you are unable to take up your place on the Course due to the ill health of yourself or a dependant, or due to a family bereavement;
  - 7.2.7 your Offer is conditional, you attempt but fail to meet the conditions of your offer, and we are unable to confirm your place on the Course; and/or
  - 7.2.8 your Course requires Academic Technology Approval Scheme (ATAS) clearance and your application for ATAS clearance is refused.
- 7.3 You should submit your request for a refund by the using the webform accessible via the link provided in your Offer. Where applicable, please attach appropriate documentation evidencing the reason for your deposit refund request.
- 7.4 If you request a refund for one of the reasons listed in paragraphs 7.2.2 to 7.2.8, you should submit your request by 1 November of the year in which your Course was due to start. The final decision on all requests will rest with the University.
- 7.5 If you request a refund of your fee deposit, your application will be automatically withdrawn. If you wish to be considered for the same Course or a different course at a later date, you will need to re-apply to the University.
- 7.6 If in the University's reasonable opinion you have provided fraudulent information or omitted key information as part of the application process and we withdraw your Offer, your deposit will not be refunded.

## **8. Fees**

### **8.1 Amount of tuition fees**

- 8.1.1 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "Overseas". Your fee status is assessed as at the first day (1 September) of the first academic year of your Course. The latest information on your fee status is available in your Offer.

8.1.2 If you accept an Offer, you agree to pay all tuition fees. The amount of your tuition fees is set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees in accordance with the information set out at: [www.sheffield.ac.uk/new-students/tuition-fees](http://www.sheffield.ac.uk/new-students/tuition-fees)

8.1.3 In exchange for your payment of tuition fees we will provide the following services: admission and registration; tuition and research supervision; assessment and examination; and support services.

## 8.2 **Additional costs**

8.2.1 In addition to your tuition fees, you may incur additional expenditure on items such as (but not limited to) living expenses, travel and accommodation costs, fieldwork, specialist materials, supplementary instrumental tuition, application fees, annual continuation fees and PhD re-submission fees. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in your Offer and/or in the Course information on the University's website.

8.2.2 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from tuition 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.

## 8.3 **Students funded via the Student Loans Company**

8.3.1 Where the University is informed directly by the Student Loans Company of approved undergraduate loan funding, the Student Loans Company will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to you.

8.3.2 It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.

## 8.4 **Sponsored students**

If your tuition fees (or part of your tuition fees) are paid by a third-party sponsor (other than the Student Loans Company), and your sponsor fails to pay all or part of your tuition fees, you will be liable for any unpaid fees and the University reserves the right to exercise its rights under paragraph 8.6.

## 8.5 **Apprenticeships**

Apprenticeships are funded in accordance with the Department for Education Funding Rules for main providers (or other rules in place at the time). You will not be responsible for payment of fees for your apprenticeship.

## 8.6 **Non-payment or late payment of tuition fees**

8.6.1 If you do not pay your tuition fees in accordance with the payment terms set out at: [www.sheffield.ac.uk/new-students/tuition-fees](http://www.sheffield.ac.uk/new-students/tuition-fees) we will send you a written notification requesting that you make payment. If you fail to pay by the date specified in the written notification one or more of the following may happen:

- (a) your registration at the University may be terminated;
- (b) your registration at the University may be suspended;
- (c) you may be prohibited from attending classes;
- (d) you may be prohibited from sitting examinations/submitting coursework;
- (e) you may be prohibited from accessing online Course content;
- (f) you may be prohibited from using library or computing facilities or services;
- (g) you may cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union;
- (h) your results may be withheld;
- (i) your access to student records may be removed;
- (j) you may not be allowed to register or re-register;
- (k) you may not be allowed to graduate;
- (l) we may not issue your degree certificate; or
- (m) you may not be allowed to undertake a further period of study.

8.6.2 The University may pursue legal proceedings in relation to non-payment of tuition fees.

## 8.7 **Tuition fee variations**

8.7.1 The tuition fees and other mandatory charges you are obliged to pay are detailed in your Offer.

8.7.2 The University reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew University facilities (e.g. buildings, IT facilities and library facilities) and inflation.

8.7.3 For Home undergraduate students, where there is a change in the amount the University is legally entitled to charge you for your studies, the University reserves the right to increase your Tuition fees for future years of study up to a maximum of the amount the University is legally entitled to charge you for your studies.

8.7.4 For Home postgraduate students, if the duration of your Course is more than one year, fees for future years of study will increase in line with inflation.

8.7.5 We offer a fixed-fee guarantee for Overseas students taking courses lasting longer than one year ([www.sheffield.ac.uk/international/fees-and-funding/tuition-fees](http://www.sheffield.ac.uk/international/fees-and-funding/tuition-fees)) meaning if you are an Overseas student, your tuition fees will not increase during your studies.

8.7.6 Where tuition fee increases are applied, the University will give affected students no less than three (3) months' written notice before the start of the academic year to which the fee increase is intended to apply.

8.7.7 If the University seeks to amend your Tuition fees it will notify you as soon as possible, and if you are unhappy with the revision to your Tuition fees you will be entitled to withdraw from your Course. If you choose to withdraw from your Course, the University will provide you with reasonable support to assist you in transferring to another provider.

8.7.8 Tuition fees are explained in more detail on our tuition fees pages ([www.sheffield.ac.uk/new-students/tuition-fees](http://www.sheffield.ac.uk/new-students/tuition-fees)): please read the relevant section of these pages and print a copy for your records.

## **9. Immigration**

- 9.1 If you are subject to UK immigration control you will need to demonstrate, at the point of registration and throughout your period of study at the University, that you have a valid immigration status to undertake your programme of study. If you fail to demonstrate that you have a valid immigration status, or if a valid immigration status expires or otherwise becomes invalid during your period of study, the University reserves the right to withdraw you from your Course (without liability to you).
- 9.2 Both the University and all students subject to immigration control must comply with all required immigration legislation and related University policies at all times during the student's period of study at the University. Please see: [www.sheffield.ac.uk/new-students/immigration](http://www.sheffield.ac.uk/new-students/immigration) for further details of your obligations in relation to your immigration status. The terms and conditions of your visa take precedence over these terms and conditions to the extent that there is any inconsistency between them.
- 9.3 If you choose to withdraw from your studies or if your registration is terminated by the University in accordance with paragraph 18.1, this could affect the validity of your Student visa and your ability to enter and/or remain in the United Kingdom.
- 9.4 If your visa is revoked for any reason, the University will terminate your registration in accordance with paragraph 18.1.
- 9.5 If your registration is terminated in accordance with paragraph 18.1 because you breach immigration requirements, visa conditions or University policies and procedures, or because you do not maintain a fully registered status at the University, the University will withdraw sponsorship of your Student visa.
- 9.6 The University is required by the Home Office to report against the Student visa if a student changes their programme of study. Reportable changes include but are not limited to changing course, taking a leave of absence, and/or adding a period of study abroad or on work placement. The University may need to withdraw sponsorship of the Student visa if sponsorship duties set by the Home Office cannot be maintained in these circumstances, or if Home Office guidance requires the University to withdraw sponsorship.
- 9.7 On occasion, the University will need to contact the Home Office to clarify details on outstanding visa applications, previous immigration history and current visa details. By accepting these terms and conditions of study, you consent to the University contacting the Home Office on your behalf and the Home Office releasing such information to the University.

## **10. Intellectual property**

- 10.1 If you are a student undertaking an undergraduate or taught postgraduate programme of study you will own the intellectual property rights you create during your Course, except in certain circumstances which are set out in detail within our Regulations relating to intellectual property (located at: [www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar)).

- 10.2 If you are undertaking a higher degree by research you will be obliged to assign certain intellectual property rights you generate throughout the Course to the University in accordance with the Regulations relating to intellectual property (located at: [www.sheffield.ac.uk/calendar](http://www.sheffield.ac.uk/calendar)). The requirement to assign such intellectual property rights will not extend to the copyright in the thesis you submit for examination as part of your Course.

## 11. Data protection

Within this section 11 the following definitions apply:

**“Authorised Purposes”** means the purposes for which the University may process your personal data set out in paragraphs 11.2 and 11.3.

**“Data Protection Legislation”** means the General Data Protection Regulation and the Data Protection Act 2018, as well as all other legislation enacted in the UK in respect of the protection of personal data.

The University’s policies and guidance relating to data protection are located at: [www.sheffield.ac.uk/govern/data-protection/policies](http://www.sheffield.ac.uk/govern/data-protection/policies). The University’s Privacy Notices relating to prospective, current and former student data are located at: [www.sheffield.ac.uk/govern/data-protection/privacy](http://www.sheffield.ac.uk/govern/data-protection/privacy)

- 11.1 The University collects, holds and processes information about all applicants to the University and all students at the University. This will include personal data (which identifies you as an individual) and may include certain sensitive personal data (which includes information relating to an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sex life or sexual orientation or criminal convictions) under the Data Protection Legislation.
- 11.2 The University processes the personal data provided by applicants and/or students (including information from application forms):
- 11.2.1 to administer applications
  - 11.2.2 to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). For information about how HESA will process your personal data please see its Student Collection Notice: [www.hesa.ac.uk/about/regulation/data-protection/notices](http://www.hesa.ac.uk/about/regulation/data-protection/notices); and
  - 11.2.3 to conduct research and to identify ways to enhance recruitment and selection practices and widen access to degree study
- 11.3 If your application is successful the University will also process your personal data for the purposes of fulfilling its obligations and responsibilities to and relationship with you under the Contract, including the following:
- 11.3.1 to deliver your Course and provide educational, teaching and research services to you;
  - 11.3.2 to facilitate, administer and record the details of your academic studies (including any placements with external organisations) and determine your examination achievements;

- 11.3.3 to provide you with and manage your use of University facilities and services and participation at University events;
  - 11.3.4 to monitor your performance and attendance;
  - 11.3.5 to provide you with support;
  - 11.3.6 to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;
  - 11.3.7 to enable effective communication with you;
  - 11.3.8 to operate security, disciplinary, complaint and quality assurance processes and arrangements;
  - 11.3.9 to administer the financial aspects of your relationship with the University (including the processing of any payments made by you to the University) and of the relationship between you and any funders;
  - 11.3.10 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention, and the University may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
  - 11.3.11 for legal, personnel, administrative and management purposes including the processing of sensitive personal data relating to you, which may include, as appropriate, information about your physical or mental health or condition in order to provide access arrangements, to monitor welfare, leave from study or extenuating circumstances, and to take decisions as to your fitness for study and/or for other uses as may be required by law; and
  - 11.3.12 for the tasks carried out by the University in the public interest and/or other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an Alumni Programme: [www.sheffield.ac.uk/alumni/privacy-policy](http://www.sheffield.ac.uk/alumni/privacy-policy)).
- 11.4 In certain circumstances the University may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or safety of our employees, students or others. The third parties may include: your family; health professionals or the police; the UK government and its agencies; sponsors and funding bodies; and professional bodies as permitted in accordance with the Data Protection Legislation.
- 11.5 The University may also share your personal data (i) with third parties that process data on the University's behalf to support the University in fulfilling its obligations and responsibilities to and relationship with you under the Contract; or (ii) where such sharing is necessary or reasonably required to achieve one or more of the Authorised Purposes. Such third parties include without limitation: service providers providing a service to the University under contract, for example email, online learning and payroll services; the UK government and its agencies; organisations supporting outreach activities; student recruitment agents; Study Group; sponsors and funding bodies; banks, money transfer providers and debt agencies; professional bodies; partner institutions and organisations; Year In Industry employers; graduate employers and recruitment agents; and the University's legal representatives and insurers/brokers. Further information can be found in the Privacy Notices: [www.sheffield.ac.uk/govern/data-protection/privacy](http://www.sheffield.ac.uk/govern/data-protection/privacy)

- 11.6 In certain circumstances, it may be necessary to transfer your personal data (including sensitive personal data) outside the United Kingdom and the European Economic Area. In respect of such transfers, the University shall comply with its obligations under the Data Protection Legislation including taking reasonable steps to ensure an adequate level of protection for all personal data (including sensitive personal data) transferred outside the United Kingdom and the European Economic Area.
- 11.7 The University will only process your personal data in accordance with (i) the Authorised Purposes; (ii) the University's Data Protection Policies located at: [www.sheffield.ac.uk/govern/data-protection/policies](http://www.sheffield.ac.uk/govern/data-protection/policies); and/or (iii) otherwise as permitted by the Data Protection Legislation.
- 11.8 You must ensure that you are fully aware of and understand the University's policies relating to data protection and data security, including the University's Data Protection Policies ([www.sheffield.ac.uk/govern/data-protection/policies](http://www.sheffield.ac.uk/govern/data-protection/policies)). You agree that you will comply with these policies and any other policy introduced by the University from time to time to comply with the Data Protection Legislation.
- 11.9 You may be given further information about the processing of your personal data when you use specific services and facilities offered by the University.
- 11.10 The University needs to be able to confirm who has been a student, and needs to be able to do this for all previous years. When you leave the University, whether because you complete your Course or otherwise, certain limited information about you will be retained indefinitely for these purposes. Other personal data will be retained for six years after the completion of studies. Information about the University's retention of data can be found in the Privacy Notices: [www.sheffield.ac.uk/govern/data-protection/privacy](http://www.sheffield.ac.uk/govern/data-protection/privacy)

## **12. Changes to academic regulations, policies and procedures**

- 12.1 During your Course, we may update and replace our academic regulations, and policies and procedures from time to time in order to ensure that we operate efficiently for students and meet relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic regulations, and policies and procedures will be appropriately notified to students via email or the University website. Such changes will not affect the content of your Course.
- 12.2 Any changes made under this section 12 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 12.3 The updated Academic regulations, and policies and procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

## **13. Changes to an Offer**

- 13.1 The University may make changes to the Offer at any time before you accept it. For example, we may change the location of the Course or the method of delivery of the Course. In the unlikely event of a change being made to the Offer, we will inform you immediately and issue an updated Offer.

- 13.2 The University reserves the right to vary the terms of an Offer due to circumstances beyond the reasonable control of the University (for example changes arising from regulatory necessity such as Home Office regulations on the required level of English language). Where the University is forced to vary the terms of an Offer pursuant to this paragraph 13.2, the University will inform all affected Offer-holders as soon as possible.
- 13.3 If the University changes your Offer in accordance with this section 13, you are yet to register and you are not satisfied with the changes, you will be offered the opportunity to decline your Offer and receive a refund of any tuition fees and deposit you have paid, and, if you are an applicant for full-time undergraduate study, the University will assist you with liaising with UCAS to determine whether it is possible to substitute your choice.

## **14. Changes to Courses or closure of Courses**

### **14.1 Changes to Courses**

- 14.1.1 The University will use all reasonable endeavours to deliver your Course in accordance with the description applied to it in the Course information on the University's website for the academic year in which you begin your Course.
- 14.1.2 Due to the time period between the publication of the Course information on the University's website and associated marketing and the start of the Course, circumstances may arise where we are required to make changes to your Course. Examples of changes include the content, syllabus and structure of the Course, the location of the Course or the method of delivery of the Course. The circumstances where changes may be made or required are (without limitation):
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, because of new assessment methods, or where a campus redevelopment or restructuring of the University means that teaching locations change to a different site;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;
  - (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
  - (d) where we decide for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
  - (e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services.
- 14.1.3 The University is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave the University, take leave or otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

## 14.2 Closure of Courses

14.2.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of University staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a Force Majeure Event (as defined in paragraph 16.1); or
- (c) where there are an insufficient number of students registered on the Course meaning the continued running of the Course is educationally unfeasible and/or financially unviable.

14.2.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our Compensation Policy ([www.sheffield.ac.uk/study/policies/compensation](http://www.sheffield.ac.uk/study/policies/compensation)), Tuition Fee Refund Policy ([www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy](http://www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy)) and Student Protection Plan ([www.sheffield.ac.uk/study/policies/student-protection-plan](http://www.sheffield.ac.uk/study/policies/student-protection-plan)).

## 15. Consequences of changes to Courses or closure of Courses

15.1 If the University makes a material change to your Course and you are not satisfied with the change, you will be offered the opportunity to withdraw from your Course and terminate your contract with the University, or transfer to such other Course (if any) as may be offered by the University for which you are qualified and for which places are available.

15.2 If you choose to withdraw from your Course, you may be entitled to a refund of your tuition fees and/or the wider expenses incurred in the course of studying at the University, in accordance with the University's Tuition Fee Refund Policy ([www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy](http://www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy)) and Compensation Policy ([www.sheffield.ac.uk/study/policies/compensation](http://www.sheffield.ac.uk/study/policies/compensation)), and the University will provide you with reasonable support to assist you in transferring to another provider.

## 16. Disruption to your Course outside of our control

16.1 The University will do all that it reasonably can to provide your Course as described in the Course information on the University's website. Sometimes, taking all reasonable steps to prevent them occurring, circumstances beyond the reasonable control of the University (a **"Force Majeure Event"**) mean that we are not able to provide your Course. Examples of such circumstances include (without limitation):

- a) industrial action or strikes by University staff or third parties;
- b) the unanticipated departure or absence of key members of University staff;

- c) damage to buildings or equipment;
- d) epidemic or pandemic disease;
- e) natural disaster;
- f) failure of public utilities or transport systems/networks (including, for example, power failure);
- g) terrorist attack or threat of terrorist attack;
- h) invasion, war (whether declared or not), riot or civil commotion;
- i) the acts of any governmental or local authority (including, for example, changes made by such authority to immigration policy);
- j) where the numbers recruited to a Course are so low that it is not possible to deliver an appropriate quality of education for students registered on it; or
- k) changes required by accrediting/regulatory bodies.

- 16.2 In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example, offering affected students the chance to move to another course or institution, or delivering a modified version of the same Course or a merger with another course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
- 16.3 If the University is forced to make changes due to circumstances beyond its reasonable control and if you are not satisfied with the steps taken by the University pursuant to paragraph 16.2 then you will be offered the opportunity to withdraw from your Course and terminate your contract with the University, and, if required, reasonable support to transfer to another provider, in accordance with the University's Student Protection Plan ([www.sheffield.ac.uk/study/policies/student-protection-plan](http://www.sheffield.ac.uk/study/policies/student-protection-plan)).
- 16.4 If the University withdraws your Course and you have already paid tuition fees for that Course, you will be entitled to a full refund of these tuition fees.

## **17. Liability**

- 17.1 Nothing in this Contract limits or excludes our liability:
- 17.1.1 for death or personal injury arising as a result of our negligence;
  - 17.1.2 for fraud or fraudulent misrepresentation; or
  - 17.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.
- 17.2 We are not liable for:
- 17.2.1 damage to, theft and/or loss of your personal property (including but not limited to personal possessions including your own IT equipment, bicycles or vehicles) unless caused by our negligence;
  - 17.2.2 financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
  - 17.2.3 any harm to you, which we could not have expected when we entered into this Contract;

- 17.2.4 any damage you suffer that is outside our reasonable control; or
  - 17.2.5 indirect loss of opportunity, business, revenue, profit, or savings that you expected to make, or any other consequential loss.
- 17.3 Subject to paragraphs 17.1 and 17.2, if for any reason we are found to be liable for any losses suffered by you in connection with this Contract, our liability will be limited to the amount of tuition fees payable by you for your Course.

## **18. The University's cancellation rights**

- 18.1 Subject to us complying with our regulations, policies and procedures we may cancel the Contract at any time with immediate effect by giving you written notice if:
- 18.1.1 you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
  - 18.1.2 you do not pay your tuition fees or additional costs;
  - 18.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
  - 18.1.4 a Force Majeure Event prevents us from providing your Course;
  - 18.1.5 you have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Course information on the University's website or the academic regulations or policies and procedures (including, without limitation, in respect of your attendance or academic results);
  - 18.1.6 you are found guilty of a serious breach of the academic regulations and/or our policies and procedures at a disciplinary hearing;
  - 18.1.7 you break the Contract in any material way; or
  - 18.1.8 you do not meet your obligations under a Student visa or you no longer have immigration permission to study in the United Kingdom.
- 18.2 If we cancel the Contract in accordance with paragraph 18.1, you may be charged pro rata tuition fees up to the date of termination.
- 18.3 If we cancel the Contract in accordance with paragraph 18.1.4, you may be eligible to apply for a refund of your tuition fees or compensation. Please see the Tuition Fee Refund Policy ([www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy](http://www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy)) and Compensation Policy ([www.sheffield.ac.uk/study/policies/compensation](http://www.sheffield.ac.uk/study/policies/compensation)) for further information.

- 18.4 If you are suspended from participation on your Course, you may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the University at our reasonable discretion.
- 18.5 If the Contract has been cancelled (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

## **19. Your cancellation rights**

- 19.1 In certain circumstances, our admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – this will be the case where the Contract between you and us is made exclusively by means of distance communication (for example via email or the internet). Where this is the case, you may cancel the Contract and your acceptance of a place at the University for any reason by informing us in writing within fourteen (14) days of you accepting the Offer (the “**Cancellation Period**”). Applicants who have applied via UCAS are advised to use the UCAS system to cancel the Contract; other applicants may use the model cancellation form (available in the Appendix to these terms and conditions) to cancel the Contract.
- 19.2 We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- 19.3 If your Course is due to begin within fourteen (14) days from the date you accept the offer of a place at the University (for example if you have applied through Clearing) then, by accepting your Offer, you are expressly agreeing that the Course should begin within the Cancellation Period. If you then decide to withdraw from your Course within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in paragraph 19.4 below.
- 19.4 If you interrupt or withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the date you withdraw from your Course. Further details are set out in the Tuition Fee Refund Policy ([www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy](http://www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy)).

## **20. Complaints Procedure**

- 20.1 If you have a complaint about the University you should follow the relevant University Complaints Procedure, which you can access via: [www.sheffield.ac.uk/study/policies](http://www.sheffield.ac.uk/study/policies)
- 20.2 You may also be eligible to apply for a refund or compensation. Please view our Tuition Fee Refund Policy ([www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy](http://www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy)) and Compensation Policy ([www.sheffield.ac.uk/study/policies/compensation](http://www.sheffield.ac.uk/study/policies/compensation)) for further details on how to apply for a refund or compensation if you are no longer able to continue your studies at the University due to the University’s actions or omissions.
- 20.3 Registered students who have followed the University’s Complaints Procedure to completion but remain dissatisfied have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

## **21. Interactions between the applicant and the University**

- 21.1 The University is committed to ensuring that any interaction with applicants is conducted in a professional, courteous and respectful manner and it expects that any communication from applicants is conducted in the same way.
- 21.2 The University will not tolerate inappropriate behaviour or language towards its employees or members of the wider University community. Hostile, aggressive or otherwise inappropriate behaviour or language, whether expressed verbally or in writing, will be viewed seriously and may adversely affect the consideration of an application, appeal or complaint, or the student's ability to continue studying on their Course. The University will normally warn an applicant that their behaviour or language is inappropriate and that action is being considered, but where the behaviour or language is particularly inappropriate no warning need be given before action is taken. Such action may include a referral in line with the University's discipline regulations, the withdrawal of an Offer or the rejection of an application, or the termination of a student's registration in accordance with paragraph 18.1.
- 21.3 Conduct which constitutes a criminal offence will be referred to the relevant authorities.

## **22. General**

- 22.1 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable)), these terms and conditions shall take precedence.
- 22.2 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, arrangements and understandings between you and us whether written or oral, relating to its subject matter.
- 22.3 If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 22.4 No failure or delay by you or us 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 preclude or restrict the further exercise of that or any other right or remedy.
- 22.5 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 22.6 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 22.7 You and the University irrevocably agree that the courts of England and Wales (or the courts of the other parts of the UK in which you live) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**APPENDIX**

MODEL CANCELLATION FORM

To: The University of Sheffield  
Western Bank, Sheffield, South Yorkshire S10 2TN

I hereby give notice that I cancel my contract with the University for a place on the following Course:

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Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student: \_\_\_\_\_

Date: \_\_\_\_\_