

## **Student Terms and Conditions**

### **Academic Year 2018/19.**

**Please read these terms and conditions.**

**These terms and conditions set out the agreement between you and the University and how these relate to your studies. They apply to Academic Year 2018/19.**

**In here, we explain some key points including:**

- I. the parts that make up our agreement with you;
- II. the law that applies to this agreement;
- III. how and when we can make changes to your agreement (including these terms, the rates, charges and any other terms relevant to your agreement);
- IV. how we'll tell you about any changes we're making, and what you can do if you don't agree with them; and
- V. how you or we can end this agreement.

### **Definitions and Interpretation**

In this document:

- I. the 'University', 'we', 'us' or 'our' means The University of Dundee;
- II. 'you' means the individual who is to be studying on the relevant programme of study;
- III. "Programme" means your chosen programme of study at the University;
- IV. "Student Handbook" means the handbook containing the detailed information on your Programme and which shall be provided to you on or around the date of matriculation; and
- V. "Student Rules" means the University statutes, ordinances, student regulations, policies and procedures, as amended from time to time - these can be found on the University's academic and corporate governance webpage - [UniversityA-Z](#).

Where we use examples in this document to make things clearer for you, the meaning of the conditions is not limited to the specific examples we have given.

## 1. The Contract

1.1 By accepting an offer to study on your chosen Programme you agree to comply with the following:

- I. these terms and conditions;
- II. the Student Rules. The Student Rules provide important information regarding the University's authority and processes and set out important rules and regulations applying to students.

Your particular attention is brought to the following provisions in the Student Rules:

- Ordinance 40: Student Discipline – which provides the authority and procedures for imposing student discipline (a copy of this ordinance can be found on the University's academic and corporate governance webpage - [Ordinance40-StudentDisciplineWebpage](#) );
  - Statute 5(4): Termination of studies (a copy of this statute can be found on the University's academic and corporate governance webpage - [Ordinance40-StudentDisciplineWebpage](#));
  - Fitness to practice policy – the University has the responsibility to ensure that students studying towards a professional qualification can demonstrate they are fit to practice in their chosen profession (a copy of this policy can be found on the University's academic and corporate governance webpage - [FitnessToPractice](#)); and
  - Complaints procedure – the procedure for handling of complaints for students, prospective students and members of the public (a copy of this procedure can be found on the University's academic and corporate governance webpage - [ComplaintsWebpage](#)).
- III. the Student Handbook relevant to your Programme (which contains detailed information and related terms); and
  - IV. additional terms in other documents we give you or put on our website that we say are part of our student agreement.

These documents together form an agreement between you and the University.

1.2 These terms and conditions relate to all Programmes of study at the University. They may be updated at the point of matriculation each year and by matriculating you will be deemed to have accepted that they apply to your studies at the University.

1.3 We will also give you information about related issues to your Programme. This could be through our website and in other documents we give you.

## **2. Conditions of Admission and Study**

2.1 You confirm that all of the information that you provided to the University during the application process was true, accurate and not misleading. Your offer and place at the University may be withdrawn at any time or you may be subject to a disciplinary hearing under the Student Rules if this confirmation is found to be untruthful, inaccurate or misleading.

2.2 You may be required, at the request of the University, to provide further evidence prior to admission. This may include evidence of your qualifications and other examples set out in 2.5 and 2.6 below.

2.3 If you fail to provide such evidence upon request then this may result in your offer being withheld or terminated.

2.4 Where your Programme requires admission by a professional body, the University cannot and does not guarantee that successful completion of your Programme will result in admission to that professional body since that is a decision to be made by the professional body itself.

2.5 If you have a disability or other additional support needs you are strongly encouraged to disclose this to the University on application or any time during the admission process so that the University may seek to support you throughout your studies. We have in place procedures to ensure that applications are considered appropriately and that applicants with disability or additional support needs will, where possible, be provided with appropriate support in connection with the application process and subsequent study.

Further information on disability services can be found on the University's disability services webpage [DisabilityServicesWebpage](#).

- 2.6 All applicants are required to disclose to the University as part of the application process (and on a continuing basis throughout their studies, to their school) any relevant unspent criminal convictions. Further information on criminal convictions can be found on the University's academic and corporate governance webpage [CriminalConvictionsFAQs](#).
- 2.7 Acceptance onto your Programme and progression within the Programme is not guaranteed and is dependent primarily upon your academic performance.

### **3. Academic Rules, Regulations, Policies and Procedures**

- 3.1 It is your responsibility to register at the University each academic year and to ensure that the Tuition Fees, any Additional Costs and all other expenses relating to the Programme are paid on time.
- 3.2 You are required to register for each year of study including any placement, industrial experience and study abroad years.
- 3.3 By accepting an offer of a place at the University you agree to abide by the expectations, requirements and standards of behaviour and conduct identified in the Student Rules.
- 3.4 The University reserves the right to update and replace its Student Rules from time to time. All updates will be provided via the University website.
- 3.5 It is your responsibility to keep yourself regularly updated with any such changes. Sections of the University website that relate to the Student Rules which you may find helpful and relate to the Contract include:

Statutes:

[UniversityofDundeeStatutes](#)

Ordinances:

[UniversityofDundeeOrdinances](#)

Senate Regulations:

[UniversityofDundeeSenateRegulations](https://www.dundee.ac.uk/governance/policies/)

Policies and procedures:

<https://www.dundee.ac.uk/governance/policies/>

#### **4. Programme Variations**

4.1 The University aims to deliver each Programme in accordance with the Student Handbook and associated University policies and procedures. However, there may be situations in which it is desirable or necessary to make changes to your Programme either before or after matriculation.

4.2 The University reserves the right to:

- I. make reasonable changes to your Programme including associated in-course activities;
- II. alter the method of delivery of your Programme or methods and timings of assessments;
- III. make changes to the members of academic staff delivering courses and /or providing supervision;
- IV. discontinue, suspend or substitute modules within your Programme; and/or
- V. discontinue, suspend or merge Programmes.

Examples of reasons why it may be necessary to implement changes to your Programme include:

- I. to improve the content or delivery of Programmes as part of the University's process of continuous improvement (including in response to student feedback);
- II. to respond to developments in theories or practices in academic, professional and/or research areas;
- III. for operational reasons and to manage the University's resources more effectively and efficiently;
- IV. to respond to changes in the levels of funding and funding arrangements;
- V. if the number of students who have applied for or enrolled on a course and/or course unit is insufficient to make it operationally viable;

- VI. as a result of the departure or absence of a key member of staff;
- VII. to comply with changes in law or government policy and/or the requirements, decisions or recommendations of relevant regulatory and professional bodies and external examiners;
- VIII. to respond to the requirements of a placement provider and/or the ability of a placement provider to provide a placement; and/or
- IX. due to circumstances beyond the University's control.

4.2 The University will notify you of any changes being made as soon as reasonably practicable and, in any event, prior to such changes being implemented.

4.3 Where substantive changes to your Programme are proposed which will impact on your learning these will only be applied where a majority of the affected student population agree to such changes.

4.4 The University will take reasonable steps to minimise the impact of any changes by providing reasonable and proportionate support which could include helping you find suitable alternative provision at the University or another institution or by offering you the chance to withdraw from the Programme. Should you withdraw from the Programme during an academic year, then you may be eligible for a refund of tuition fees in accordance with clause 7 below.

4.5 Some optional modules contained in the Student Handbook may only run where there is a minimum number of students. Where your Programme contains such modules the University will use all reasonable efforts to make this clear to you in the Student Handbook.

## **5. Visas and Immigration**

5.1 All international students must have a visa in place to study at the University and where applicable it is your responsibility to ensure that you have the correct visa in place to study on your Programme.

- 5.2 If you do not have the correct visa in place at the point of matriculation or throughout the duration of your Programme then the University may terminate your studies in accordance with the Student Rules.
- 5.3 The University is legally obligated to comply with the requirements of UK Visas and Immigration (“UKVI”) and international students must ensure that their visa status is kept up-to-date and support the University in meeting its obligations set by UKVI.
- 5.4 Further details in relation to visas for international students can be found on the University’s international webpage - <https://www.dundee.ac.uk/study/international/visas/>.

## **6. Deposits**

- 6.1 Students may be required to pay a tuition fee deposit in advance, full details on how and when to pay your deposit will be contained in your offer letter.
- 6.2 The University will not be able to issue an admissions letter and confirmation of acceptance for studies (CAS) statement (for a visa) unless your deposit has been paid.
- 6.3 Any deposit paid by you for the Programme will be offset against the balance of tuition fees that you owe to the University for the Programme.
- 6.4 Failure to pay your deposit in accordance with your offer letter may result in your offer being withdrawn.

## **7. Tuition Fees**

- 7.1 The tuition fees that you pay will vary depending on your fee status and Programme. Full information on how and when to pay your tuition fees will be sent to you during the application process for the Programme. The fees for each Programme can be found on each individual course page, available at: <https://www.dundee.ac.uk/study/>.
- 7.2 Tuition fees for all postgraduate programmes are set at the point of admission and may be increased in line with clause 7.6 below.

- 7.3 Tuition fees for all undergraduate Scottish and European students are set in line with Scottish Government guidance and may be increased from time to time.
- 7.4 Tuition fees for all: (i) undergraduate students from the rest of the UK; and (ii) undergraduate international students, are set at the point of offer and may be increased in line with clause 7.6 below.
- 7.5 If you receive full or partial payment of your tuition fees from a third party, you will be required to provide evidence of this support at matriculation each year together with full details of the third party. If the third party fails to pay your tuition fees in any given year of study you will be personally liable for any outstanding balance. Further information about tuition fees can be found on the University website at: <https://www.dundee.ac.uk/study/ug/scholarships-fees/undergraduate-fees/>.
- 7.6 An increase of tuition fees may be required at any time in order to comply with legislation or regulatory requirements. The University also reserves the right to increase your tuition fees annually to take account of inflation, market competition, Scottish Funding Council policy, salary costs and other factors outside of University's control. Any increase will not exceed 3% per year on the previous year's tuition fee for the applicable Programme.
- 7.7 The University will notify students in advance prior to the start of the academic year to which the fee increases will apply.

## **8. Additional Costs**

Depending on your Programme you may be required to incur additional costs. Certain Programmes have different additional costs which are not covered by your tuition fees, such as the NHS Scotland additional cost of clinical teaching (ACT) levy for overseas medical students. The level of additional costs will usually increase annually in line with inflation. You will be responsible for the payment of these additional costs. Such additional costs shall be communicated to you prior to the commencement of your Programme.

## **9. Data Protection**

By accepting your offer to study at University and by matriculating you agree to the University collecting and using your personal data (that is, information which identifies you as an individual), which may include sensitive personal data, in accordance with the University's Data Protection Policy and the Fair Processing Policy, which can be found at: [https://www.dundee.ac.uk/media/dundeewebsite/recordsmanagement/documents/dataprotection/Data\\_Protection\\_Policy.pdf](https://www.dundee.ac.uk/media/dundeewebsite/recordsmanagement/documents/dataprotection/Data_Protection_Policy.pdf) and; [https://www.dundee.ac.uk/media/dundeewebsite/recordsmanagement/documents/dataprotection/20170802\\_FAIR\\_PROCESSING\\_STUDENTS\\_2017\\_18.pdf](https://www.dundee.ac.uk/media/dundeewebsite/recordsmanagement/documents/dataprotection/20170802_FAIR_PROCESSING_STUDENTS_2017_18.pdf). All personal data collected by the University will be processed in accordance with the Data Protection Act 1988 and, once applicable, the General Data Protection Regulation (EU) 2016/679, and any subsequent amendment or replacement of the foregoing legislation from time to time.

## **10. Liability**

- 10.1 The University will have no liability or responsibility for loss or damage to your personal property. It is your responsibility to ensure that all of your personal belongings are adequately insured.
- 10.2 The University does not exclude or restrict its liability to you for death or personal injury caused by the University's negligence, fraud or breach of statutory duty. However, the University will have no liability or responsibility for injury to you which was caused by another student of the University or any person who is not an employee or authorised representative of the University.

## **11. Intellectual Property**

- 11.1 All undergraduate students and postgraduate students registered for taught Programmes retain ownership of their own intellectual property rights relating to all material they produce whilst studying at the University. A copy of the University's intellectual property policy can be found on the University's academic and corporate governance webpage at: <https://www.dundee.ac.uk/governance/policies/copyright-webcopy/>.

- 11.2 All postgraduate students registered for a research degree are invited to assign their intellectual property rights to the University at the point of matriculation. Following such assignation the University will own their intellectual property rights.

## **12. Cancellation Rights / Termination**

- 12.1 If you accept an offer to study at the University by means of distance selling communication (where there is no face-to-face contact between the University and you at the time you accept any offer) you have the right to cancel at any time within 14 days from your acceptance of an offer.
- 12.2 If you wish to cancel your Contract in accordance with this clause 12, you may do so by informing the University in writing within the relevant 14 day period.
- 12.3 If you cancel within such 14 day period, any payment made by you will be refunded in full.
- 12.4 Notwithstanding your right to cancel under this clause 12, you may withdraw from study and cancel your Contract at any time after matriculation by completing a University withdrawal form which is available from your relevant school office. If you withdraw from your studies in this way, then you may lose all or part of the tuition fees paid by you or on your behalf, in accordance with University's refund policy. A copy of the refund policy can be found at <https://www.dundee.ac.uk/registry/student-records/feesrefundpolicy>.
- 12.5 The University may terminate your studies at any time but only in accordance with the Student Rules. A decision to terminate your studies will mean that you shall be required to cease studying the Programme and leave the University with immediate effect.

## **13. General**

- 13.1 These terms and conditions are only enforceable by you and the University.
- 13.2 The University may update these terms and conditions from time to time. It is your responsibility to check the University website regularly for any changes to these terms and conditions.

- 13.3 If there is any inconsistency between these terms and conditions and the terms of any document referred to herein, the provisions of these terms and conditions will prevail.
- 13.4 The University shall not be liable for delay in performing, or failing to perform, any of its obligations as a result of matters arising outside its reasonable control.
- 13.5 If any clause in these terms and conditions (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the University will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of these terms and conditions as soon as possible. Any such deletion or modification will not affect the legality, validity or enforcement of the rest of these terms and conditions.
- 13.6 These terms and conditions are subject to the laws of Scotland and we both agree to submit to the exclusive jurisdiction of the courts of Scotland in settling any disputes under them.