

University of Stirling (“the University”)

Student Terms and Conditions

Please read these terms and conditions carefully.

These terms and conditions apply to prospective students, applicants and students in respect to both undergraduate and postgraduate study. They apply to those who seek to enrol and/or enrol as a student of the University starting in academic year 2019/20, and will apply throughout the duration of the programme of study for which the individual seeks to enrol and/or enrolls on in 2019/20. They will also apply to prospective students who apply for admission in advance of the 2019/20 academic year and who defer their entry until academic year 2020/21.

Introduction

1. To help you, as a prospective student of the University, make an informed decision about what and where to study, before you apply for a place, and throughout the admission and enrolment process, the University will make available to you a range of information through a variety of means, including prospectuses, open days, written materials and the website: www.stir.ac.uk.
2. By accepting an offer from the University of a place on a programme of study, you are also accepting these terms and conditions in full, which along with your offer and the University's regulations and policies form the contract between you and the University in relation to your studies at the University of Stirling (the “Terms”). Therefore, you must read and understand the Terms prior to accepting your place at the University. If you have any questions or concerns about these Terms, please contact the Admissions team: admissions@stir.ac.uk.
3. Some programmes of study may require you to also agree to the terms and conditions of relevant professional bodies or third party agencies. Details of any such requirements are set out in the relevant programme documentation. By agreeing to these Terms, you also agree to abide by the terms and conditions of any relevant professional bodies or third party agencies.
4. Some activities or University provisions such as student accommodation and graduation may require you to also agree to additional terms and conditions. Details of any such terms and conditions are set out during the processes relevant to such activities or provisions.
5. Please print off a copy of these Terms and keep them for reference. A copy will also be available on an ongoing basis at: www.stir.ac.uk/importantinformation.

Admissions

6. All applications for a place on a programme of study at the University are considered in line with the specified Admissions Policy which can be found at: www.stir.ac.uk/admission-policy.
7. In making an application for admission to the University, it is your responsibility to ensure that the information you provide is true and accurate.
8. If you provide information within an application for admission to the University that is inaccurate, false or misleading, the University reserves the right to withdraw or amend any offer that it may have made, or terminate your enrolment at the University, according to the circumstances.
9. Stated entry requirements may be varied from time to time where it is reasonably considered by the University to be beneficial and/or necessary to support the effective recruitment and admission of students. However, such changes will not normally be made during an admissions cycle and would not therefore affect applicants.
10. In addition to meeting the admissions requirements of the University, it is your responsibility to ensure that any further criteria which are applicable to you, and which relate to student immigration or the right to live, study and work in the UK as relevant to undertaking a programme of higher education study are met.
11. Your admission to the University, and therefore to a programme of study, and the rights that go along with this in relation to the use of University services and facilities, is subject to you enrolling as a student of the University of Stirling.

Enrolment

12. Enrolment is the administrative act of becoming a student of the University.
13. When you have completed enrolment you will become registered as a student (see also 22).
14. In enrolling as a student of the University of Stirling you will accept that you will be required to abide by and study under the Ordinances, Statutes, rules, regulations, policies and procedures of the University including: the payment of tuition fees and other charges; the Student Code; the Academic Misconduct policy; and Ordinance 2, the Code of Student Discipline.

Fees and Payments

15. The University charges tuition fees for the delivery of its programmes and the broader student experience that it provides and you will have primary responsibility for payment.
16. Detailed information on fees and payments will be maintained on the University's website in the [Fees and Finance section](#) and will therefore be available to prospective students, applicants and students.
17. If you require a Tier 4 visa to study in the UK, in order to secure a place at the University, you will be required to pay a financial deposit. Where a deposit is required you will be advised of this within the admissions process, and specifically at the point the University makes you an offer of a place. If you do not pay the deposit monies in accordance with the payment terms advised in your offer letter, your application may be withdrawn without further notice.
18. Specific terms apply to the payment of deposits by international students and these are clearly detailed within the Fees and Finance section of the University website.

19. Any deposit you pay will be offset against the balance of tuition fees owed to the University as set out in the Fees and Finance section of the University website.
20. You are responsible for making any required payments to the University in line with specified timescales or deadlines as detailed on the University's website in the [Fees and Finance section](#). Payments may be in relation to tuition fees, accommodation costs, library costs, or other types of charges for items such as (but not limited to) application fees, fieldwork, specialist materials, supplementary instrumental tuition and annual continuation fees. Although in some circumstances assistance from University funds may be available to assist in meeting such expenditure, you shall have primary responsibility for payment. For more information about the available funding please contact the University's Money Advice Team via: www.stir.ac.uk/student-support/money-advice/.
21. Tuition fees are subject to revision in line with the Tuition Fee Policy. Other fees such as those in respect to field trips, graduation, transcripts, and other activities, are also subject to revision. In deciding upon increases in tuition fees the University will take into consideration such factors as inflation, market competition, higher education funding policy and other external factors which may be out with the University's control.
22. You will not be deemed to have enrolled as a student of the University until your tuition fees have been paid (or your first instalment paid if paying by instalments), or satisfactory evidence has been produced that such fees will be paid by a sponsoring authority on receipt of the University's invoice.
23. You will be personally liable to pay your tuition fees if a sponsoring authority fails to do so.
24. If you are personally liable to pay all or part of your tuition fees, a range of payment methods will be made available to you.
25. In the event that your tuition fees have not been paid in full by the required date or in accordance with the University's fee instalment scheme (details can be accessed from: <https://www.stir.ac.uk/how-to-pay>), the University shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and therefore terminate the contract.
26. The University may pursue legal proceedings in relation to non-payment of tuition fees. Additionally, if you are in debt to the University, the University may pursue legal proceedings in relation to this debt or may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations. Furthermore, if you are in debt to the University (whether for tuition fees or other types of fees) you may be recorded as a debtor of the University in any references for you requested from the University.
27. If you are in debt to the University for tuition-fees, you will not be permitted to enrol for the next year of study until the debt has been paid. If you are due to complete your studies, and you are in debt to the University for tuition-fees in an amount of £1000 or more, you will not be able to graduate until the debt has been paid. If you are due to complete your studies, and you are in debt to the University for tuition-fees in an amount of £999 or less, you will still be able to graduate but the University will continue to pursue the debt through its usual processes.
28. Refunds of tuition fees will only be considered in line with the specified Tuition Fee Refund Policy.

Cancellation

29. You have a statutory right to cancel the contract that you enter into with the University by accepting an offer of admission, and a place on a programme of study, and before you enrol as a student. The statutory cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at the University. The intention to cancel should be communicated to the University via the Admissions Team. More information and a model cancellation form are [available here](#).
30. If you have made any payment under the contract prior to the date of cancellation of the contract then the University will provide you with a full refund as soon as reasonably possible but in any event within 14 days of the University receiving your written notice of cancellation.
31. If you decide to cancel the contract after the points of enrolment and commencement of your studies with the University, you can do this in consultation with the University at any point. Cancellation after commencement of your programme may result in the loss of all or part of your tuition fee in accordance with the terms of the University's Tuition Fee Refund Policy which can be accessed via [Fees and finance](#).

Programme Delivery and Enhancement

32. The University will deliver your programme of study with reasonable care and skill and as far as possible, in accordance with the description applied to it in the relevant prospectus.
33. Within the overall delivery of the programme, the University will explain the academic requirements of your programme, and the associated assessment arrangements to you.
34. The University will review its programmes on an ongoing basis in order to continue to ensure the quality of its provision, and will make enhancements to programmes as it deems necessary in line with best practice and the requirements of relevant external policy and guidance including (but not limited to) the UK Quality Code for Higher Education which can be accessed via: www.qaa.ac.uk. Teaching on the University's programmes will also be influenced on an ongoing basis by the research that also takes place at the University.

Changes to your Programme of Study

35. The University reserves the right to:
 - a. Vary the contents of programmes, including the range of modules offered where this is:
 - i. beneficial to the student learning experience; and/or
 - ii. beneficial to the quality, scope or outcomes of a programme; and/or
 - iii. necessary in terms of programme or module viability; and/or
 - iv. a requirement of a relevant external agency or body; and/or
 - v. necessary in order for the University to meet the requirements of a relevant external agency or body; and/or
 - vi. a legal requirement.
 - b. Alter the approach to methods of delivery of programmes such as the timetable, location, number of classes and methods and timings of assessments;
 - c. Discontinue programmes and merge or combine programmes; due to events outside the University's reasonable control or if the University considers that such action is reasonably necessary in order to appropriately manage its resources, pursue its policy of continuous improvement, comply with changes in law or comply with the instructions of the University's regulators or a professional body.

36. Where changes referred to in point 35 are not significant, i.e. where they lead to changes to individual elements of a programme but do not lead to a substantive change in the overall content or method of delivery of a programme, the University will communicate the changes to students through standard means such as module descriptors and degree programme tables, as well as (where applicable) tailored communications to relevant students.
37. In the unlikely event that the University requires to (i) discontinue or not provide your programme of study; or (ii) significantly changes the content of your programme, method of delivery or method of assessment of your programme such that the overall learning aims and outcomes of your programme are fundamentally different; or (iii) significantly changes the location at which your programme is taught, and any such change may adversely affect you:
- a. The University will notify you at the earliest possible opportunity;
 - b. If you request the University to do so, the University will seek to offer you a suitable replacement programme at the University for which you are qualified or if the University is unable to offer you a suitable replacement programme at the University it shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;
 - c. If you do not wish to accept an offer from the University of a replacement programme or the University is unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the University in writing;
 - d. In the event that you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid.

Student Engagement and Feedback

38. It is your responsibility to engage with and fulfill all of the academic requirements of your programme, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with the relevant policies, rules and regulations of the University.
39. Your admission to the University of Stirling does not in itself guarantee your continued progression on your programme of study or the successful gain of your final award. Both progression and award are dependent upon your academic performance and attainment.
40. The University will offer a range of opportunities through which you can provide feedback on your experience as a student.

Conduct

41. The Student Code sets out the University's expectations in respect to student conduct and can be accessed at: <https://www.stir.ac.uk/study/important-information-for-applicants/student-code/>.
42. If you do not act in accordance with these Terms, the Student Code, or any of the University's Ordinances, regulations, policies, procedures, or codes, the University may take action against you under its relevant Ordinances, policies and procedures including: [Ordinance 2, the Code of Student Discipline](#); and [Ordinance 30, Exclusion from University Campus](#).

Withdrawal and Termination

43. The University reserves the right to withdraw you from the University if your academic performance does not meet the requirements of the University's academic regulations both broadly and specifically in respect of progression, and/or if it is not possible for you to successfully complete your programme of study within the maximum allowable time limit of the programme.
44. The University also reserves the right to cancel the contract with you if your conduct leads to the University taking action, including excluding or expelling you, under [Ordinance 2, the Code of Student Discipline](#).

Complaints

45. The University maintains and operates a Complaints Handling Procedure which should be followed in a situation where you wish to make a complaint about the University. The Complaints Handling Procedure can be found on the University's website (www.stir.ac.uk/complaints/).

Liability

46. Whilst the University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). Students are advised to insure their property against the risk of theft and damage.
47. The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
48. The University shall not be liable for failure to perform any obligations under the contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm and national emergencies, i.e. a Force Majeure Event. If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

Intellectual Property

49. Intellectual property arising in connection with your studies at the University will be owned in accordance with the University's Intellectual Property Policy which can be accessed from [here](#).
50. As set out in this policy, in the case of work submitted for assessments, the University may:
 - a. submit the work to an external service for the purpose of checking for plagiarism or similar purposes and;
 - b. retain copies of work for administrative and private study or research purposes which may be made available to third parties for those purposes, and in accordance with applicable law. By accepting these Terms you agree that your work may be used in this way.

Data Protection

51. The University routinely gathers and stores Personal Data relating to prospective students, applicants and students at the points of application, admission, and enrolment and on an ongoing basis throughout the period of your studies at the University, in line with the nature and requirements of its work.

52. Personal Data is gathered and stored in line with the University's obligations under data protection legislation including the General Data Protection Regulation (GDPR). This means that confidentiality will be respected and that appropriate security measures will be taken to prevent unauthorised disclosure.
53. The University will use the information about you that you provide on your application form, either directly or via a third party, to process your application and communicate with you through the admissions process.
54. If you accept the University's offer, your personal data will be used by the University to monitor your performance and attendance, collect feedback, for management activities such as strategic planning, statistical analysis, equal opportunities monitoring, and in respect to statutory and required external reporting.
55. It is your responsibility to ensure the contact details that the University holds on record for you remain consistently up to date throughout your studies. Where any changes require to be made, you should make these changes via the University portal.
56. Next of kin information provided by you will be used by the University only in emergency circumstances where it is necessary for the University to advise your next of kin of the situation.
57. The University may disclose student data to third parties in line with external and statutory requirements, including the requirements of external collaborations or partnerships with other educational institutions or providers. Any such disclosure of student data will be made in line with the parameters of the GDPR and the provisions made within the University policy on Data Protection.
58. How, and the extent to which, the University will process your personal data is set out in the University's: [Privacy Notice](#); [Data Protection Policy](#); [Data Protection Guidance Handbook](#).

General

59. The terms of the contract between you and the University shall only be enforceable by you and the University.
60. The contract constitutes the entire agreement between you and the University in relation to its subject matter.
61. No failure or delay by the University or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
62. If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the contract.
63. These terms and conditions and the contract into which they are incorporated will be governed by and interpreted in accordance with the laws of Scotland and the Scottish courts will have exclusive jurisdiction.