

Student Enrolment Terms and Conditions

In these terms and conditions references to "we", "our", "us" and the "University" are references to the University of the West of Scotland.

1. Your agreement to the Student Enrolment Terms and Conditions

These terms and conditions, and all of the documents referred to in them, including the following documents: -

- our University Regulations
- our Finance Policy Statement
- our Student Success Policy Statement
- our Health, Safety and Wellbeing Policy Statement, and
- our ITDS Policy Statement

(which are together referred to in the rest of this document as the "Terms") give you information about us and the legal terms and conditions with which you need to comply with as a condition of your enrolment at the University.

Where a Policy Statement refers to a procedure, protocol, code of practice or other similar document then you are also expected to act in line with the requirements set out in these related documents and these will be considered to form part of the Terms.

We will always try to make sure that our documents and communications are accurate, up to date, clear and consistent. However, there may be instances where reference to old or obsolete regulations, policies and procedures are made. If this does happen then the most recent version of the Regulatory Framework or the policy/procedure published on the following page will be applied: <https://www.uws.ac.uk/current-students/supporting-your-studies/your-rights-responsibilities/>

If you are unable to access these on our website you can request a copy from Legal Services, University of the West of Scotland, High Street, Paisley, PA1 2BE (legal@uws.ac.uk). You can also use these contact details if you have any questions about these Terms.

If you are a student from outside of the European Economic Area the Student Conditions of Enrolment for holders of Tier 4 (General) Student Visas will also apply and will form part of the Terms applying to you.

You should read the Terms carefully and make sure that you understand them, before enrolling on our site. By enrolling, you agree to comply with and be bound by these Terms and any other documents referred to in them.

You will have to complete the enrolment process for each academic year. We may make changes to the Terms prior to each enrolment and so you should review the Terms each time you enrol at the University.

When you complete your online enrolment you will be shown a summary confirming your study programme and the modules you have selected. Your enrolment will become accepted by us when the completion email has been generated and sent to your university email account. This e-mail is proof of your enrolment on a programme of study within the current academic year. It will be used by us to confirm your status. This email is a very important document and you are advised to take good care of it as it confirms the date we will treat your registration at the University as formalised.

2. University Obligations

We prepare our Prospectus and online information about our study programmes with care and every effort is made to ensure that the information is accurate. We will always try to deliver study programmes in line with the descriptions set out in the Prospectus or online. The paper version of the Prospectus is published at least a year before our study programmes commence. You should be aware that any information we publish can change.

Sometimes these changes are needed due to staff changes or due to an accrediting body requiring certain course content. Some study programmes are also only offered if minimum student numbers are met.

For these, and similar reasons, there may be times when we have to:

- a) make changes to the content or way of delivering a study programme;
- b) change the campus, location or programme timetable for the delivery of study programmes;
- c) discontinue modules and study programmes; or
- d) merge and combine study programmes.

We have formal processes in place within the University which are there to protect you and which we must follow when changes are proposed. You can find out more about these processes in our Quality Handbook which can be found on our website or requested from our Quality Enhancement Support Team.

In all cases we will, where possible, only make major changes which apply to the next intake of students and will avoid making any major changes which would affect currently enrolled students. However, there may be operational issues which, for example, arise due to our multi-campus environment, and multi-intake cohorts that make it unavoidable for us to make such changes during a programme of study. If we are unable to avoid discontinuing or making major changes to a study programme on which students are already enrolled, we will make every effort to consult with affected students, provide a suitable alternative programme and provide full academic guidance to affected students.

If you have not yet started the programme you have a right to withdraw from the programme without any penalty if, after you accept our offer, the programme is substantially varied from the description we provided in the prospectus or online. In such circumstances if you have paid any tuition fees or a deposit directly to us we would refund this to you.

We will provide you as much notice as possible of any proposed changes we are planning to make which could affect you. If the proposed changes are approved we will give you as much notice as possible of the date on which they changes will take effect and will take all the steps we can to minimise any disruption to you.

In some cases there may be temporary circumstances which we have no control over which may affect programme delivery. For example, severe weather conditions, industrial action, illness or staff changes. If this happens we will make every effort to put in place contingency arrangements to minimise disruption to you. There may also be circumstances where major incidents affect stakeholders, service providers or collaborative partners and this may also impact on our programmes and services. If this happens we will use your University email to communicate with you. If you have not opted out of receiving texts from us, we may also text you using the mobile number you have given us. We will also publish updates on our website.

3. Student Rights and Obligations

The Regulations govern our academic awards with the aim of maintaining high standards and with the student experience in mind. We publish our Regulations with a summary of all changes at the start of each academic year. Students will be bound by the Regulations currently approved by Senate for implementation during the session in which the student is enrolled. However, we follow the principle that while occasional change is sometimes needed, no student should be put in an unfair position by changes made midway through a programme of study. Where this would happen we will undertake an impact assessment and put in place suitable measures to address the impact on particular groups of students that may be affected.

We take decisions in good faith on the basis of the statements you have made in your application for admission. If we find out that you have made a false statement or significant information has been left out of your application form, we may withdraw or amend our offer, or terminate your registration at the University, whichever is appropriate in the circumstances. You should also refer to our Criminal Convictions and Charges Procedure for some additional information on this.

Our [Student Success Policy Statement](#) sets out the approach to how the staff and students of the University of the West of Scotland will work in partnership to build an excellent student experience and enhance opportunities for students to achieve success. As a student of the University you are expected to meet the responsibilities set out for our students in our Student Success Policy Statement. An important part of this is making sure you attend your classes, engage with your studies and submit all your assessments on time. You can find out more about what is expected in our [Academic Engagement and Attendance Procedure](#).

Some UWS programmes have particular requirements, e.g. fitness to practice or professional accreditation requirements. You should refer to programme handbooks and familiarise yourself with specific requirements which may be relevant to you.

4. Student Work for Assessment

We will require you to submit certain pieces of work by way of E-Submission. The E-Submission system uses an electronic plagiarism detecting programme. Work that you submit may be used by the electronic programme for the purpose of checking the originality both of your work and other students' work and the system will keep a copy of your submission for this purpose. By accepting these Terms you agree that your work may be used in this way. You should make yourself aware of the [plagiarism procedure](#) and the [academic referencing](#) statement.

5. Payment of Fees

We will take all reasonable steps to avoid large increases in tuition fees, however, we reserve the right to increase fees where necessary. If we want to increase tuition fees we will take into consideration such factors as inflation, market competition and Government and Scottish Funding Council policy. If we will be increasing the amount of tuition fees we will let you know in good time ahead of the next academic year. If you are adversely affected by the increase in fees you will be entitled to withdraw from the programme without any penalty being payable.

You will be liable for any miscellaneous expenditure (such as fieldwork, course materials, photocopying etc.) and living costs you incur as a result of undertaking a study programme at the University.

Fees shall be paid by the student in accordance with the terms of the [Student Fee and Refunds Procedure](#) and [Credit Control Procedure](#).

When making any payment to the University it is essential that you let us know what the payment relates to (for example tuition fees, accommodation costs, library fines etc.). This is so we can correctly allocate your payment against your various accounts. If you do not tell us what a particular payment relates to we will try to contact you at the address or telephone number you have given us and using your University e-mail address so we can find out what the payment relates to. If we have been unable to contact you within a reasonable period of time, we will automatically allocate your payment to the oldest outstanding debt you have with us. If you have no debt with us the payment will be held unallocated in your own account until we are able to contact you.

Students in debt to the University, in respect of tuition fees, accommodation charges or any other sums due to us may not be permitted to attend graduation ceremonies or to re-enrol, until the debt has been paid in full. Any sanctions will be applied in line with the [Student Fee and Refunds Procedure](#) and [Credit Control Procedure](#). We will not apply sanctions where the debt has been legitimately disputed by you or if you have agreed satisfactory arrangements with us for repayment of the debt. We will not apply sanctions where the debt is nominal and falls below any threshold set out in the Credit Control Procedure. In addition, in the event of non-payment of debt, the University may raise court proceedings for payment. By accepting our offer of admission you agree that the Scottish Courts will have exclusive jurisdiction to deal with any proceedings and that these Terms and any contract of which they form part will be governed by and interpreted in accordance with the law of Scotland.

If you are a student from the European Union (including the United Kingdom) and you are entering into your first year of a study programme you are entitled to cancel this agreement within fourteen (14) days from the date you complete your online enrolment. If you do want to cancel this agreement then you should let us know in writing and send this to Student Administration.

If you do cancel this agreement within the 14 day time period we will refund any fees already paid by you (or by any third party on your behalf). We will do our best to process this refund within 28 days of receiving your notice of cancellation. You must return any study materials or other documentation we have provided to you in relation to the study programme to us at your own cost.

6. Student Residences

If you are in University managed accommodation, your Accommodation Contract sets out your legal rights and responsibilities. Further information may be obtained from the Residence Team (accommodation@uws.ac.uk).

7. Students' Association

You will automatically be registered as a member of the UWS Students' Association (SAUWS). Details of the procedures for opting-out of membership can be found in our [Privacy Notice](#).

8. Health and Safety

We are committed to providing you with a safe and healthy environment while you are with us. You still have a responsibility for your own safety and that of other people who could be affected by what you do and also what you don't do.

All students and staff are required to comply with the University's [Health, Safety and Wellbeing Policy Statement](#) and the related Protocols, Procedures and Risk Assessments. These are intended to ensure your safety in the University and during any activities undertaken by you on behalf of the University. These documents include the following:

- The Fire Action Notice, posted on the walls throughout the buildings, intended to ensure your safety in the event of a fire alarm,
- The First Aid Action Notice, again posted on the walls. You can get first aid by phoning 0141 848 3505 and,
- The Smoke Free Protocol, which means that staff, students and visitors are not allowed to smoke or use e-cigarettes or other electronic nicotine dispensers anywhere within the University Campuses, including all University grounds, buildings (including Residence bedrooms and common areas) and vehicles.

The University may take disciplinary action against anyone who does not follow the Health, Safety and Wellbeing Policy Statement or who misuses or interferes with health and safety equipment such as fire extinguishers or who puts themselves or other people at risk. It should be remembered that we all, including students, have a duty of care to others. This means that not only must you not behave in an unsafe manner but also that you must report any unsafe situation to Resilience and Safety by emailing ResilienceandSafety@uws.ac.uk.

The University aims to promote the health of its students and staff through encouraging; access to local health providers such as doctors and dentists, healthy eating, sports and exercise, and moderation in the use of alcohol, etc.

A full list of the health and safety procedures and further information and guidance regarding health and safety, including personal safety can be found [here](#).

9. University Disclaimer

We cannot accept any responsibility, and expressly exclude liability, for damage to your property including theft or the transfer of computer viruses to your equipment. You are advised to insure your property against the risk of theft and damage.

10. Complaints Procedure

The University's Complaints Handling Procedure reflects our commitment to valuing complaints and seeking to improve the student experience. Our aim is to resolve issues of dissatisfaction as close to the initial point of contact as possible and to conduct thorough and fair investigations of formal complaints so that, where appropriate, we can make evidence-based decisions on the facts of each individual case.

UWS is committed to providing the highest level of service for its students and members of the public who may have contact with the University. However, the University recognises that, on occasion, legitimate complaints may be raised by students or members of the public.

If you wish to raise a complaint, please follow the [University's Complaints Handling Procedure](#). You should address any complaints to: complaints@uws.ac.uk or by post to Student Administration, University of the West of Scotland, High Street, Paisley, PA1 2BE.

11. Your personal data

The University of the West of Scotland recognises the importance of the protection of personal data. Our [Data Protection Code of Practice](#) sets out the rules we follow when processing student data. Our [Privacy Notice](#) provides more information about how we will handle the personal data that we hold about you.

12. Criminal Convictions

You must comply with the [University's Criminal Convictions and Charges Procedure](#). Under this Procedure, you may be required to inform us if you are charged with a criminal offence, convicted of a criminal offence or are the subject of a criminal conviction.

13. Cancellation and Withdrawal

Your rights and obligations under these Terms will end automatically, subject to your rights of internal appeal and your obligation to pay fees, if your studies with the University are terminated as a result of:-

- a) action taken against you in accordance with our disciplinary or fitness to practice procedures;
- b) a decision of a Progression and Awards Board, based on your academic performance;
- c) non-payment of tuition fees, in accordance with the University's policy on payment of fees and these Terms;
- d) failure to participate in your programme of study, as required by the University;
- e) you being expelled or dismissed from the University or other organisation which you are required to attend or be a member of as part of your programme in which case the University may terminate your enrolment under these Terms immediately by written notice to you;
- f) a change in your circumstances, between accepting an offer and starting on your study programme which, in our reasonable opinion, makes it inappropriate for you to study on your study programme;
- g) us becoming aware of information about you which we did not know before (for example, unspent criminal convictions which you should have declared) which, in our reasonable opinion, makes it inappropriate for you to study on your study programme;
- h) you, in our reasonable opinion, failing to provide us with all relevant information, or supplying false or misleading information, relating to your application for your study programme.

If at any time your enrolment under these Terms terminates:

- a) we shall be entitled to refuse to enroll you on your study programme (if, at the date of termination, you have not already enrolled);
- b) the University shall be entitled to require you to stop studying on your programme and to leave the University immediately (if, at the date of termination, you have enrolled).

If at any time your enrolment under these Terms terminates, your obligations are:

- a) to return to Student Administration, the Student Identification Card issued to you on enrolment, together with all property owned by the University; and
- b) to pay all outstanding fees owed to the University under these Terms immediately.

You are entitled to cancel your enrolment by giving notice to the University within the period set out in the current [Pro Rata Charges guidelines](#). The date on which you give notice will determine the amount of any tuition or accommodation fees that will be refunded.

Any action taken by us under the above provisions will not limit our ability to take any other action against you which we may be entitled to take. We will not be liable to you for any loss or damage which you may suffer as a result.

In certain extreme circumstances outside your control, it may be possible to transfer to another study programme, or transfer fees to the next academic year. The reasons for the circumstances must be discussed with your Personal Tutor as soon as possible, and appropriate evidence will usually need to be submitted.

You must inform your Personal Tutor and Student Administration of your withdrawal from your study programme (even where no reduction in fees or transfer applies). You must also inform your Personal Tutor if you withdraw from any module.

14. Notices

Any notice given under this Agreement will be made in writing. Letters will be addressed to you at your semester time or home address as appropriate, at the last address you gave to Student Administration for either residence. Student Administration must be kept updated by you at all times. Letters shall be deemed to have been properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by pre-paid first class post. Good service may also be given by email to your UWS student email account in which case service shall be deemed effective 24 hours after sending. It is your responsibility to ensure that you notify Student Administration of any change in address, telephone and email details.

15. Severability

If a court or other competent authority decides that any provision of these Terms is void or not enforceable, either in whole or in part, this will not affect the remaining Terms which shall continue to be valid.