

## **Terms and conditions – 2022/3 distance learning/online MBA (with pathways) and MSc Computer Science (with pathways) entrants**

1. These terms and conditions represent an agreement between you and Abertay University (“the **University**”). By accepting the offer of a place, you accept: (1) these terms and conditions in full; (2) the regulations and policies listed at Annex A; and (3) the description of your programme on the University’s website which is applicable at the time of your application which together form the contract between you and the University (together the “**Contract**”).
2. Where services, such as accommodation, are offered by or on behalf of the University these will be subject to separate terms and conditions. You will be given the opportunity to review these separate terms and conditions before accessing the relevant services.
3. You will be required to sign up to further terms and conditions with the University on registration.
4. If your programme requires you, or gives you the opportunity, to undertake a placement with a third party organisation you may be required to enter into additional contractual arrangements with the placement provider in order to be eligible to undertake the placement. These additional contractual arrangements may, for example, relate to the protection of confidential information which may be disclosed to you during your placement or your compliance with the placement provider’s internal policies, such as those relating to health and safety.

### **Your application and offer**

5. It is your responsibility to ensure that all information you provide to the University is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or if relevant information has been omitted, your offer may be amended or withdrawn and/or the Contract, and your registration at the University, terminated. The University may ask you to provide satisfactory evidence of your qualifications in relation to any offer. Failure to provide such evidence to the University’s satisfaction may result in the termination of your offer or, where applicable, the revocation of your registration as a student.
6. Your offer may be conditional or unconditional. Where your offer is conditional, it will set out the conditions you need to fulfil to be admitted to the programme of study.
7. The offer of a place shall be withdrawn if the conditions set out in your offer have not been fulfilled by the date indicated in your offer letter, unless the University at its sole discretion waives or amends the conditions.
8. If you are in receipt of an unconditional offer, you may contact the University’s Admissions Office

and request to defer your offer of a place to the next academic year. The University shall have sole discretion to grant such requests, with each request being assessed on a case by case basis.

### **Registration**

9. You are required to register at the start of your proposed programme of study and annually for each subsequent year of study. Registration may require that further terms and conditions between you and the University are signed. Registration must be completed, and you must have started attending classes, before the end of the second week of a programme.

10. If you are subject to UK immigration control, as may be amended from time to time, you must demonstrate that you have appropriate immigration status in order to be eligible to register.

11. If you hold a student visa, you are responsible for complying with its terms whilst studying at the University. Please see our Student Visa Responsibilities Policy – UK Visas and Immigration, as listed at Annex A, for further details. The validity of your visa may be affected if, at any time, you choose to withdraw from your studies or your registration as a student is, for whatever reason, terminated.

12. Your progression on your programme and your receipt of a final award is not guaranteed and is dependent on your academic performance. Please refer to the Academic Regulations (see Annex A) for more detailed information on assessment practices and the factors taken into account when considering student progression.

### **Deposits**

13. In certain circumstances you may be required to pay a deposit to secure a place on your chosen programme. Your offer will confirm if a deposit is required and if so, when it must be paid. If you do not pay the deposit in accordance with the terms set out in your offer, the University may, at its sole discretion, withdraw your application without further notice. Deposits payable under this paragraph 13 will be offset against the balance of your tuition fees which remain payable.

### **Tuition fees**

14. Tuition fees for all postgraduate students, international undergraduate students and undergraduate students from England, Wales and Northern Ireland are set at the point of first registration for your proposed programme of study, and will not increase during the term of the Contract.

15. Tuition fees for Scottish and European Union undergraduate students are set in line with Scottish Government guidance, and may increase from year to year.

16. If you receive full or partial support for your tuition fees, either from a grant-awarding body such as SAAS, or from an employer or other sponsoring agency, you will be asked to provide proof of this support, together with full contact details for the sponsor, to the University at the start of each academic year of study.

17. If you have confirmed that you will be funded by a sponsor, the University will request payment from the sponsor. It is your responsibility to inform the University's Finance Office of any changes to your future funding that may be relevant.

18. If payment of your tuition fees is being met by a sponsor and the sponsor fails to make payment of your tuition fees, then you will be personally liable for payment of the tuition fees or any outstanding balance of fees.

19. If you do not receive support for your tuition fees, or only partial support, you will be required to make arrangements for paying your tuition fees or the outstanding balance of fees.

20. Where your tuition fee has not been paid in full by the relevant date or where the second payment attempt fails, the University will follow its Student Debt Management Policy (see Annex A below). You may incur additional charges and ultimately may be withdrawn by the University from your programme of study and your Contract terminated. In such an event, tuition fees shall remain payable for the period in which you were registered as a student.

21. If you have any concerns about the payment of your tuition fees or any other costs associated with your programme you should raise this with the University as soon as possible by contacting: [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk)

### **Other costs**

22. Where other costs directly related to your programme of study are likely to be incurred, including

but not limited to costs relating to field trips or specialist materials, these will be set out in your programme information. You will be responsible for payment of any such costs.

23. There may also be smaller charges associated with your programme or your studies at the University. These may relate to charges for field trips, course materials, equipment or room hire, photocopying and printing. You may also incur charges in relation to your use of the University's library facilities for example in respect of overdue loans or the costs of replacing lost books. In the event that you fail to make payment of any charges associated with the University's library

facilities, the University will follow its Student Debt Management Policy (see Annex A).

### **Changes to your programme**

24. The University has provided you with information on your programme title and core modules, and will endeavour not to change these other than in the circumstances described below.

25. A programme title may change, for example, to reflect developments in the subject. If the University intends to change the title of your programme, you will be informed of the proposed change, and will be entitled either to change to the new title, or to retain the original title.

26. Core modules are not expected to change during your programme of study, but the content will be updated. However, in some disciplines the subject develops rapidly, and so it is possible that core modules may need to be replaced to reflect the change. Your programme information indicates how likely this might be for your subject. Optional or elective modules will change over time; your programme information sets out possible elective modules, but the options or electives listed may not run in a given year, depending on staff availability and developments in the subject.

27. Field trips or placements offered in connection with a particular programme may be subject to change.

28. The University's portfolio of programmes changes over time, with new programmes being introduced, and others being withdrawn. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered for the relevant programme to complete the programme within the normal period of study.

29. Where a programme is accredited by a professional body, the University may be required to change the programme to meet the professional body's requirements.

30. In all cases, the University will communicate to students and applicants affected by a programme change as soon as it has been approved. In most cases, this will be in the academic year before the change happens. There are, however, limited circumstances, that generally cannot be anticipated, where changes may need to be made with less notice.

### **Cancellation**

31. If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract at any time within 14 days of the date of your acceptance of the offer.

32. If you wish to cancel the Contract in accordance with paragraph 31, you may do so by informing

the University in writing, or by completing the cancellation form at Annex C.

33. If you cancel within the 14-day period referred to in paragraph 34, any advance payment made by you will be refunded in full.

34. Notwithstanding the specific rights to cancel referred to above, you may withdraw from study at the University, and cancel the Contract at any time after registration, by following the University's withdrawal procedure. If you cancel the Contract in this way, then you may lose all or part of the tuition fees paid by you or on your behalf, in accordance with the University's Refund Policy (see Annex A).

35. The University may cancel the Contract at any time in accordance with the Academic Regulations, the Code of Student Discipline or the Student Debt Management Policy (see Annex A).

### **Complaints**

36. If you have a complaint about the University or your programme of study, you should refer to the

University's Complaints Procedure (see Annex B).

### **Liability**

37. The University shall have no responsibility or liability for:

(i) loss or damage to your personal property; or

(ii) any injury to you (financial or otherwise) or damage to your personal property

caused by another student of the University, by any person who is not an employee or authorised representative of the University, or from any other third party. The University recommends that you insure your personal property against theft, damage and other risks.

38. For the avoidance of doubt student associations and clubs are independent of the University.

The University shall not be liable for the actions or omissions of any third party organisation, including but not limited to student associations and clubs, or for any of the services that they provide.

39. The University will not be liable to you for any failure to carry out, or delay in carrying out, any of its obligations under the Contract where the delay or failure is caused by events beyond the University's reasonable control. This includes where the delay or failure is caused by acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies. In such circumstances, the University will take all reasonable steps to

minimise the disruption to your studies.

40. For the avoidance of doubt, the University does not exclude, or in any way limit, its liability to you where it would be unlawful to do so. This includes the University's liability for death or personal injury caused by the negligence of the University, its staff, agents or contractors and its liability for fraud or fraudulent misrepresentation.

### **Data Protection**

41. Any personal data provided by you may be processed by the University in accordance with all applicable data protection law including, without limitation, the Data Protection Act 2018 and the UK General Data Protection Regulation. The University holds information about you in order to manage student recruitment, admission, registration, study, examination, graduation and other student services such as accommodation and careers. Information is passed between various sections of the University for operational reasons and may also be disclosed to external agencies to which the University has obligations (for example: Electoral Registration Officers, Scottish Funding Council, Higher Education Statistics Agency, Student Loans Company and Research Councils). For further information, you should refer to the University's Data Protection Policy and Student Privacy Notice (see Annex B).

### **Intellectual Property**

42. As between you and the University, all intellectual property rights which exist in any documents or materials (including lecture recordings), whether relating to a particular course or otherwise, prepared or produced by the University, its staff, contractors or agents belong to the University or its licensors, as appropriate.

43. You may use the University's intellectual property rights for the sole purpose of your own private study. You are not permitted to use the University's intellectual property for any commercial purpose. You are also not permitted to share any materials in which the University has intellectual property rights with third parties, without the University's prior written consent. For the avoidance of doubt you are not permitted to upload materials in which the University has intellectual property rights to the internet without the University's prior written consent.

44. The ownership of any intellectual property rights which may arise in any work you produce during your studies at the University shall be owned in accordance with the University's Intellectual Property Policy (see Annex A).

45. If your programme involves you having access to confidential information belonging to the

University or a third party (such as details about unpatented inventions) or if it involves you processing the personal data of a third party (such as a research subject), your access to such information may be conditional upon you entering into separate agreements with the University or the relevant third party which set out your obligations in relation to such information.

## **General**

46. You should visit the University's website regularly as any amendments to the regulations and policies referred to in these terms and conditions shall be made available on the University's website. The University will take reasonable endeavours to draw your attention to any significant changes to those regulations and policies.

47. If there is any inconsistency between these terms and conditions and the other documents forming part of the Contract, the provisions of these terms and conditions shall prevail.

48. A failure or delay by the University to exercise any right or remedy under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

49. If any provision or part-provision of the Contract is held by any court or competent authority to be void 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.

50. Any modification to or deletion of a provision or part-provision in accordance with paragraph 49 above shall not affect the validity and enforceability of the rest of the Contract.

51. The Contract constitutes the entire agreement between the University and you in relation to its subject matter.

52. The terms of the Contract shall only be enforceable by the University and you.

53. The Contract and any proceedings arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland and the Scottish courts shall have exclusive jurisdiction to settle any proceedings that arise out of or in connection with the Contract or its subject matter.

## **Annex A: Regulations and policies applying to students**

**Academic Regulations** – these regulations set out the requirements for the University’s degree programmes. There are separate regulations for undergraduate programmes, postgraduate taught programmes, and research programmes. Regulations are reviewed and updated annually, and any changes to the regulations are communicated to students at the start of each academic year.

**Code of Student Discipline** – there are two student discipline documents, one covering academic misconduct, and the other non-academic misconduct. These apply to all students of the University.

**Student Debt Management Policy** – this policy explains the steps the University will take in cases where a student is in debt to the University (e.g. non-payment of tuition fees or accommodation charges and fee liability in the event of withdrawal).

**Refund Policy** – this policy outlines how fee reductions/refunds of tuition fees are calculated.

**Student Visa Responsibilities – UK Visas and Immigration** – this document sets out the responsibilities of international students sponsored by the University to study in the UK under Tier 4 of the Points Based System.

**IT Regulations**– these regulations set out the responsibilities of students using the University’s Library, IT systems and network.

**Intellectual Property Policy** – this policy outlines the approach which the University takes in relation to intellectual property created by its staff and students.

Please note that if your programme leads to a professional qualification or some form of accreditation you may also be subject to regulations relating to your conduct as may be set, and amended from time to time, by the relevant professional regulatory body (such as, by way of example only, fitness to practise for students studying law or nursing). To comply with these terms and conditions you must follow such regulations in respect of your programme. If you fail to comply with these regulations, you may be unable to continue with your chosen programme and your registration as a student may be revoked. More detail regarding the regulations which may apply to you is available in your programme information or from the relevant University School.



## **Annex B: Other relevant policies**

**Data Protection Policy; Student Personal Data Privacy Notice** – this policy, together with the Student Privacy Notice, sets out how the University holds and processes personal data.

**Complaints Procedure** – this explains how to make a complaint, and how the University will handle any complaints received.

All of the documents listed above can be accessed at:

<https://www.abertay.ac.uk/study-apply/how-to-apply/terms-and-conditions/>