



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.

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

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

“**Course Information**” means, subject to these terms and conditions, the description of the Course set out on our website (www.sheffield.ac.uk/courses) as at the date you accept your Offer.

“**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 or the Offer, you should contact us by email at admissions@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. 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.
- 1.3 The University’s formal Student Admissions Policy can be found at: www.sheffield.ac.uk/study/policies/admissions and your application will be assessed in accordance with this policy.

- 1.4 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 (www.sheffield.ac.uk/courses). By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.

2. Offers

- 2.1 Offers will normally be made through UCAS (for undergraduate applicants) and by email/letter (for postgraduate applicants and degree apprenticeship applicants).
- 2.2 The Offer we make to you will be subject to you satisfying the terms set out in these terms and conditions and/or the Offer.
- 2.3 The Offer will be conditional or unconditional. This will be set out in the Offer. If the Offer is conditional, it will set out the conditions which you will need to fulfil in order to be admitted to the Course.
- 2.4 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

Postgraduates: www.sheffield.ac.uk/postgraduate/english-language

3. Meeting the conditions of an Offer

- 3.1 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.
- 3.2 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.
- 3.3 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), 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. Changes to the conditions of an Offer

- 4.1 The University reserves the right to vary the conditions 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).

- 4.2 Where the University is forced to vary the conditions of an Offer pursuant to this paragraph 4, the University will inform all affected Offer-holders as soon as possible.
- 4.3 If the University changes the conditions of your Offer in accordance with this paragraph 4 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 fee deposit you have paid. If you are an applicant for full-time undergraduate study, the University will also assist you with liaising with UCAS to determine whether it is possible to substitute your choice.

5. Accuracy of application information

- 5.1 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 5.2 We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at the University) if we discover that your application contains incorrect or fraudulent information, or omits significant information.

6. Conditions of admission and registration

- 6.1 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 to you observing our Charter, Statutes, Ordinances and Regulations. These documents are available for you to review at: 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 the provisions of paragraph 18.
- 6.2 When you register for your Course, we will require you to complete a Financial Declaration, confirming that you have the funds necessary to cover your tuition fees and living costs for the duration of your course. We may also ask you to provide evidence of this funding. More information is available in point 3 of the Notes For Students On Tuition Fees within the General Regulations (www.sheffield.ac.uk/calendar). This paragraph 6.2 is not relevant to apprenticeships, which are subject to different funding arrangements.
- 6.3 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 certificates.
- 6.4 Students intending to apply for a Student visa to study at the University will need the University to issue a Confirmation of Acceptance for Studies (CAS). Where we state that we will not issue a CAS, we may withdraw the Offer. More information is available in paragraph 10.8.
- 6.5 Offers made to Overseas students for courses subject to the UK government's Academic Technology Approval Scheme (ATAS) are dependent on the student receiving clearance from the

Foreign, Commonwealth and Development Office. Where ATAS clearance is refused, we may withdraw the Offer. Information about the scheme is available at: www.sheffield.ac.uk/study/atas

- 6.6 Upon acceptance of the Offer, you must disclose to the University any relevant criminal convictions. An Offer may be withdrawn, or registration revoked, in the case of an unacceptable disclosure, or the failure to disclose a relevant criminal conviction, in accordance with the provisions of paragraph 18. More information is available at: www.sheffield.ac.uk/study/policies/convictions
- 6.7 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 School has been obtained. Any registration may be revoked in the case of an unacceptable disclosure, in accordance with the provisions of paragraph 18. More information is available at: www.sheffield.ac.uk/study/policies/dbs
- 6.8 All students are required to be fit to study, as defined in Regulation 26 of the General University Regulations (www.sheffield.ac.uk/calendar). If you are deemed unfit to study, we may require you to defer your admission or suspend your registration, or we may withdraw your Offer or terminate your Contract in accordance with the provisions of paragraph 18. More information is available at: www.sheffield.ac.uk/study/policies/fitness-study
- 6.9 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 School has been completed. Any registration may be revoked in the case of an unsatisfactory health check, in accordance with the provisions of paragraph 18.
- 6.10 A start date for your Course will be indicated in the Offer. You are expected to make every effort to register at the University in advance of that start date. If you are not able to register in time to begin your studies on the start date, latest start dates for each Course are listed on our webpages at: www.sheffield.ac.uk/registration/earlier-start. If you are not registered and able to start your studies by the latest start date, your Offer will be withdrawn.
- 6.11 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/registration/declaration. Please be aware that this Declaration is updated occasionally and you will need to read it carefully when you register. 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/registration/essential-reading

- 6.12 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 the Department for Education Funding Rules.

7. Student obligations and attendance

7.1 We will use all reasonable efforts to deliver your Course in line with your Offer, Course Information, these terms and conditions and the University's academic regulations, policies and procedures.

7.2 You agree to:

7.2.1 comply with these terms and conditions;

7.2.2 comply with the University's academic regulations and policies and procedures;

7.2.3 maintain and evidence an immigration status that entitles you to undertake your Course; and

7.2.4 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, and attendance at lectures, seminars, online live classes and any such other teaching forums provided by us.

7.3 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, in line with the provisions of the General University Regulations (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/study/policies/attendance-monitoring

7.4 Students are required to engage with the relevant University's attendance and engagement policies, including responding to attendance interventions, providing sufficient evidence of 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 the provisions of paragraph 18. In addition, visa sponsored students may have their Student visa withdrawn.

7.5 Except where indicated otherwise in the Course Information, your Course will be delivered on-campus in Sheffield and will include a mixture of face-to-face and online delivery. If we have to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see paragraph 14 for further details.

8. Tuition fee deposits

8.1 For Overseas 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 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.

8.2 Deposits are non-refundable except where one or more of the following conditions are met:

8.2.1 you cancel your acceptance of a place on your Course within the 14-day cooling off period

(see paragraph 19.1). This paragraph does not apply where we have transferred the fee deposit from one academic year to the next (see paragraphs 8.6 and 8.7);

- 8.2.2 the college or university at which you are currently studying is temporarily or permanently closed and you are unable to complete your entry qualifications;
 - 8.2.3 you are unable to travel to the UK to begin your studies due to UK or other government restrictions on travel;
 - 8.2.4 your visa application is refused or rejected, except where there is evidence of fraud;
 - 8.2.5 we are unable to provide your Course and you do not accept an alternative course, in accordance with paragraph 15.1;
 - 8.2.6 we make changes to your Offer prior to your registration at the University, you are not satisfied with the changes and you choose to decline your Offer, in accordance with paragraphs 4.3 and 15.1;
 - 8.2.7 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;
 - 8.2.8 your Offer is conditional, you attempt but fail to meet the conditions of your Offer by the deadline specified in your Offer, and we are unable to confirm your place on the Course; and/or
 - 8.2.9 your Course requires Academic Technology Approval Scheme (ATAS) clearance and your application for ATAS clearance is refused.
- 8.3 You should submit your request for a refund by using the webform accessible via: www.sheffield.ac.uk/fees/fee-deposits/requested. Where applicable, you should attach appropriate documentation evidencing the reason for your request.
- 8.4 You should submit your request by 1 November of the year in which your Course was due to start.
- 8.5 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 and, if specified in your Offer, pay a deposit to secure your place.
- 8.6 If your Offer is deferred to a future entry point, we will transfer any fee deposit you have paid to the updated Offer automatically. Requests to defer an Offer must be submitted by the deadline published at: www.sheffield.ac.uk/postgraduate/deadlines
- 8.7 If you do not register on your Course, subsequently you submit a new application for entry the following year and we issue you with a new Offer, we will normally transfer your fee deposit to that new Offer upon receipt of a written request to admissions@sheffield.ac.uk. We reserve the right to refuse your request if your original deposit payment was made more than twelve (12) months before we receive the request.
- 8.8 If in the University's reasonable opinion you have provided fraudulent information or omitted key information as part of the application process, your deposit will not be refunded.

9. Fees

9.1 Amount of tuition fees

- 9.1.1 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. Information on your fee status is provided in your Offer. Further information is available at: www.sheffield.ac.uk/study/fee-status.
- 9.1.2 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
- 9.1.3 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.

9.2 Additional costs

- 9.2.1 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 music tuition, application fees, resit fees, extension fees and PhD resubmission 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.
- 9.2.2 The provision of certain facilities or services, including accommodation, may be subject to an additional charge, 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.

9.3 Students funded via the Student Loans Company

- 9.3.1 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 charged to you. It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.
- 9.3.2 If you receive postgraduate or doctoral loan funding from the Student Loans Company you are responsible for making payments to the University directly. It is possible for your tuition fee payments to be aligned with your loan disbursement dates. Further information can be found at: www.sheffield.ac.uk/postgraduate/taught/funding/masters-loans

9.4 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 9.6.

9.5 **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.

9.6 **Non-payment or late payment of tuition fees**

9.6.1 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 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 (see paragraph 18);
- (b) your registration at the University may be suspended (see paragraph 18);
- (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; and/or
- (m) you may not be allowed to undertake a further period of study.

9.6.2 The University may pursue legal proceedings in relation to non-payment of tuition fees. We do not charge interest or late payment fees on tuition fee debts while they are managed within the University. If the debt is taken to court, interest and court costs will apply. We do not impose chargeback fees or any other charges on tuition fee debts. More information is available at: www.sheffield.ac.uk/new-students/tuition-fees/outstanding-fees-policy

9.7 **Tuition fee variations**

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

9.7.2 The University reserves the right to increase your tuition fees each year in accordance with paragraphs 9.7.3 and 9.7.5, 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 (for example buildings, IT facilities and library facilities) and inflation.

- 9.7.3 For Home undergraduate students, any fee increase for current students shall not exceed the rate of the RPIX index of inflation, subject at all times to the tuition fees not exceeding any cap imposed by government.
- 9.7.4 For Home students studying taught postgraduate courses lasting longer than one year, we offer a fixed-fee guarantee. This means that the tuition fee stated in your Offer will not increase during your studies.
- 9.7.5 For Home students studying postgraduate research degrees, the University bases its annual tuition fees on the UK Research and Innovation (UKRI) fee for the relevant academic year. UKRI increases its fee each year in line with inflation, and fees at the University will normally increase in line with this UKRI rate.
- 9.7.6 We offer a fixed-fee guarantee for Overseas students studying courses lasting longer than one year (www.sheffield.ac.uk/international/fees-and-funding/tuition-fees), meaning that if you are an Overseas student the tuition fee stated in your Offer will not increase during your studies.
- 9.7.7 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.
- 9.7.8 If the University notifies you that your tuition fees will be increasing and you are unhappy with the increase, you will be entitled to withdraw from your Course. If you choose to withdraw from your Course:
- (a) you will not incur fees for the next or subsequent academic years and your Contract with the University will terminate;
 - (b) you will remain liable for any fees incurred in the current and previous academic years, in line with the provisions of the Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy); and
 - (c) if requested, the University will provide you with reasonable support to assist you in transferring to another provider.
- 9.7.9 Tuition fees are explained in more detail on our tuition fees pages: www.sheffield.ac.uk/new-students/tuition-fees. Please read the relevant section of these pages and print a copy for your records.

10. Immigration

- 10.1 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 Course. 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 in accordance with the provisions of paragraph 18.

- 10.2 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/student-visas-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.
- 10.3 If you choose to withdraw from your studies or if your registration is terminated by the University in accordance with the provisions of paragraph 18, this could affect the validity of your Student visa and your ability to enter and/or remain in the United Kingdom.
- 10.4 If your visa is revoked for any reason, the University will terminate your registration in accordance with the provisions of paragraph 18.
- 10.5 If your registration is terminated in accordance with the provisions of paragraph 18 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.
- 10.6 The University is required by the Home Office to report against the Student visa if a student changes their Course. 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.
- 10.7 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.
- 10.8 Students intending to apply for a Student visa to study at the University will need the University to arrange a Confirmation of Acceptance for Studies (CAS), a reference number confirming the University's sponsorship of their immigration to the UK required in the visa application. The University will arrange the CAS in accordance with its Policy For Issuing CAS To Applicants And Students, available at: www.sheffield.ac.uk/study/policies/cas. Guidance for applicants is available at: www.sheffield.ac.uk/cas-application

11. Intellectual property

- 11.1 If you are a student undertaking an undergraduate or taught postgraduate programme of study, or an apprenticeship, 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 Student Intellectual Property (located at: www.sheffield.ac.uk/calendar).
- 11.2 If you are undertaking a higher degree by research you will be obliged to assign certain intellectual property rights that you generate throughout the Course to the University in accordance with the Regulations relating to Student Intellectual Property (located at: 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.

12. Data protection

The University's policies and guidance relating to data protection are located at: www.sheffield.ac.uk/govern/data-protection/policies. We will process your personal data in accordance with our Privacy Notices relating to prospective, current and former student data, located at: www.sheffield.ac.uk/govern/data-protection/privacy

13. Changes to academic regulations, policies and procedures

- 13.1 During your Course, we may update and replace our academic regulations, and policies and procedures from time to time 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.
- 13.2 Any changes made under this paragraph 13 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.
- 13.3 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.

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 in the Course Information 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 and associated marketing materials and the start of the Course, circumstances may arise where we are required to make changes to your Course. Examples of changes include (but are not limited to) changes to the content, syllabus and structure of the Course, changes to the location of the Course, and changes to 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 (for example 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 (for example 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 a Force Majeure Event, as set out in paragraph 16.1.

14.1.3 The University is committed to providing appropriately qualified staff to teach its courses, but it does not commit to ensuring that any individual will teach on any given course. Where these members of staff leave the University, take leave or otherwise become unavailable to teach they will be replaced by either existing staff 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 (for example 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 (for example 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 that 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), Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy) and Student Protection Plan (www.sheffield.ac.uk/study/policies/student-protection-plan).

15. Consequences of changes to Courses or closure of Courses

15.1 Changes to Courses before registration

If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum. If we need to make any change that we reasonably deem to materially affect your Course (as described in your Offer and/or the Course Information), we shall bring the changes to your attention as soon as possible, and if you no longer wish to continue on the amended Course, you may terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees or any tuition fee deposit, and we will refund any tuition fees and/or

tuition fee deposit paid by you. Alternatively, you may transfer to another course (if any) as may be offered by us for which you are qualified.

15.2 **Changes to Courses or closure of Courses after registration**

- 15.2.1 Where changes or Course closure are proposed or have to be made for the reasons outlined in paragraph 14, the University will take all reasonable steps to minimise disruption to students. Where your Course is closed and the University is unable to complete delivery of your Course, the University will, with your consent, use reasonable efforts to support your transfer to an alternative course (i) at the University for which you are qualified or (ii) at an alternative higher education provider.
- 15.2.2 In the case of minor changes as reasonably determined by us (for example, making changes to the optional modules available, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately.
- 15.2.3 In the case of changes we deem to materially affect the Course, we will, where possible and appropriate to do so, consult with students to seek their views on the proposals and explore any potential alternatives or steps to minimise the impact. Changes to the availability of optional modules or changes which are to students' benefit will not normally be deemed to materially affect the Course.
- 15.2.4 If we make a change that we reasonably deem to materially affect your Course (as described in your Offer and/or the Course Information) after you have registered and as a result you no longer wish to continue on your Course, you must notify us of this in writing. We may offer you a suitable alternative course for which you are qualified. If you are unhappy with the alternative course or if we are unable to offer you a suitable alternative course, you may withdraw from your Course. You will not incur fees for the next or subsequent academic years and your Contract with the University will terminate. Depending on the circumstances you may be entitled to a full or partial refund of the tuition fees you have paid for your study up to the point at which your Contract terminates, and we will act reasonably in determining whether a full or partial refund is due, with reference to our Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation).
- 15.2.5 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Course with them, in which case the University will provide you with reasonable support to assist you in transferring to the alternative institution. You may also want to consider matters such as accommodation and travel costs.
- 15.2.6 Where a postgraduate research student is no longer able to be supervised on their Course, we will seek alternative supervision. If no alternative supervision is available, an alternative research programme may be offered in a related area of study. If there is no feasible alternative research programme that is acceptable to the student, and the student is therefore no longer able to continue with their studies at the University, the

student, or their sponsor, can apply for a refund and/or compensation in accordance with the terms of the Tuition Fee Refund Policy and/or Compensation Policy.

- 15.3 If you choose to withdraw from your Course pursuant to this paragraph 15, 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 Tuition Fee Refund Policy and Compensation Policy.

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. Sometimes, 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:

- (a) industrial action which is not within the capacity of the University to resolve, excluding industrial action undertaken by University staff;
- (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 and mitigate the resultant disruption to your Course by, for example, offering affected students the chance to move to another course or institution (in accordance with the University’s Student Protection Plan), or delivering a modified version of the same Course or a merger of the Course with another course.

- 16.3 The University will respond to Force Majeure Events in accordance with the commitments made in its Student Protection Plan: www.sheffield.ac.uk/study/policies/student-protection-plan

- 16.4 The University shall not be liable to you for any failure in the delivery of the Course arising from matters outside our reasonable control. You may, however, 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) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation) for more information.

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 other 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 or computer virus;
- 17.2.3 any harm to you, which was not foreseeable and we could not have expected when we entered into this Contract, including loss of opportunity or savings; or
- 17.2.4 any damage you suffer that is outside our reasonable control.

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 paid or 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, or suspend you from participation on your Course, 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);
- 18.1.2 you do not pay your tuition fees or additional costs in line with the instructions we issue when we notify you that your payment is outstanding;
- 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 you have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Course Information or the academic regulations or policies and procedures (including, without limitation, in respect of your attendance or academic results);
- 18.1.5 you are found guilty at a disciplinary hearing of a serious breach of the academic regulations and/or our policies and procedures;

- 18.1.6 you break the Contract in any material way and, where that situation is capable of being corrected, you do not correct it within fourteen (14) days of us asking you to do so;
 - 18.1.7 you do not meet your obligations under a Student visa or you no longer have immigration permission to study in the United Kingdom; or
 - 18.1.8 you are deemed unfit to study in accordance with paragraph 6.8.
- 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. We will charge you for any outstanding tuition fees, which will be payable within fourteen (14) days of the date of the charge. We will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within thirty (30) days of the date of termination.
- 18.3 If we cancel the Contract in accordance with paragraphs 18.1.3 or 18.1.8, 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) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation) for further information.
- 18.4 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.
- 18.5 If you are suspended from participation on your Course, you may at our reasonable discretion 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.

19. Your cancellation rights

- 19.1 Where the Contract between you and us is made exclusively by means of distance communication (for example via the internet), our admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. 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 If you have paid a tuition fee deposit, we will refund you using the same means of payment 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). We will refund you as soon as we can, and no later than fourteen (14) days after the day on which you informed us of your decision to cancel the Contract.
- 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 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, your fees will be revised based on the date you withdraw or begin a leave of absence. Further details are set out in the Tuition Fee Refund Policy (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
- 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) and Compensation Policy (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 a 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 18.1.5.
- 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. If you are studying an apprenticeship, in the event of any conflict between a provision in these terms and conditions, the

documents forming part of the Contract and the Funding Rules, the Funding Rules 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: Admissions Service
The University of Sheffield
Level 2, Arts Tower
Western Bank
Sheffield S10 2TN

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

Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student: _____

Date: _____

DOCUMENT CONTROL

Policy category: Education

Policy owner: Deputy Director of Marketing, Admissions, Recruitment and Communications

Policy contact: Head of Admissions

Approved by: Chief Operating Officer

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