Student enrolment conditions:

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1. Effect of these conditions

1.1 These conditions ("these Conditions") are the standard terms and conditions for undergraduate, postgraduate and all other students enrolling with Nottingham Trent University ("the University"). Together with the other documents and terms and conditions to which they refer, these Conditions form the contract between the University and you, the student, with regard to your Course of study or programme of research at the University ("the Course"). If there is any inconsistency between these Conditions and any other document generated by or on behalf of the University, these Conditions shall prevail.

1.2 These conditions together with the matters referred to:

1.2.1 in any document setting out the offer made to you (whether made directly to you by the University or on behalf of the University by the Universities and Colleges Admissions Service (UCAS) or any other agency) ("Offer"); and

1.2.2 on the enrolment form or on-line enrolment screens

form the entire understanding between you and the University with regard to the Course and replace any other written or verbal promises, undertakings or representations. For the avoidance of doubt, the University’s Student Charter is not legally binding and does not form part of the contract between you and the University.

1.3 No contract will exist between you and the University until you formally notify the University of your acceptance of an Offer of a place either in writing or via a University-approved online offer/acceptance system, whichever is applicable to your application, whether that is direct to the University or through UCAS or any other agency acting with the authority of the University.

1.4 It is a condition of entry on to the Course, and of your subsequent continuation in each academic year, that you formally enrol either via the University's on-line enrolment process or by completing an appropriate form provided by the University. By doing so you are confirming that you understand and accept these Conditions (and any amendment or addition to the same applicable at the date of enrolment in each academic year), the
University’s rules and regulations therein and undertake to pay all fees due, by the dates specified by the University, unless previously agreed otherwise by an authorised officer of the University.

1.5 The University's admissions process is subject to the Consumer Protection (Distance Selling) Regulations 2000. After accepting an Offer you have a right to cancel your acceptance of the Offer at any time up to 7 working days after you confirm your acceptance. If you cancel within this period you will be entitled to a refund of any deposit/fees which you have paid and you will not be bound by these Conditions.

2. University's obligations

The University undertakes to:

2.1 provide you with the Course with all reasonable care and skill

2.2 make available to you such learning support facilities and other services ("the Services") as it considers appropriate within the constraints imposed by its financial resources. The University shall be able to make reasonable variations from time to time to the Services, whether due to financial constraints or any other reason.

3. Your obligations

You are required to comply with your obligations under these Conditions and to:

3.1 attend lectures, training, tutorials, examinations and other activities which form part of the Course (subject to absence for genuine medical reasons or other special circumstances);

3.2 complete and submit all course work required for the Course of study by published deadlines or inform Module Leaders where a situation arises that prevents you from doing so in accordance with University regulations;

3.3 carry out adequate preparation for any activity which you are required to undertake in connection with your Course outside the University ensuring that at all times you are conducting yourself in an appropriate manner in accordance with the University's Student Code of Behaviour;

3.4 provide the University with an emergency contact name and details which may be used by the University at its discretion;

3.5 familiarise yourself with and agree to abide by all University Regulations which are available on the University website;

3.6 comply with any professional standards that may be applicable to the Course;

3.7 behave appropriately whilst on University premises and whilst engaged in University organised activities;
3.8 carry your University issued Student Identification Card ("Smart Card") with you at all times whilst on University premises or engaged in University activities and present it to authorised University staff if requested to do so;

3.9 comply with any reasonable instructions issued to you from time to time by or on behalf of the University;

3.10 notify the University promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address;

3.11 notify the University promptly in the event that you choose to withdraw from your Course for any reason. If you do choose to withdraw from your Course, the University shall be entitled to consider you as being still enrolled until the date when the University has received written notification that you wish to withdraw from your Course or the University has notified you in writing that your place on your Course has been terminated.

3.12 If you do withdraw from your Course for any reason you must:

- cease attending lectures or undertaking research, and
- return all items and materials issued to you but owned by the University, including your University Smartcard, and
- pay any outstanding sums owed to the University, and
- move out of halls of residence (if applicable).

3.13 If you fail to participate in your Course of study to an extent that your Course Leader/Personal Tutor believe that you will be unable to successfully progress or complete the Course, OR you fail to respond adequately to the University’s attempts to seek your re-engagement with your Course of study, the University shall be entitled to consider you withdrawn from your Course and take steps to terminate your place on the Course.

IF YOU ARE A NON-EEA STUDENT, YOUR ATTENTION IS PARTICULARLY DRAWN TO CONDITION 3.14 BELOW

3.14 International (non-EEA) Students

3.14.1 Nottingham Trent University is a UK Visas and Immigration (UKVI) approved sponsor of International Students. As such, the University is obliged to operate within the requirements of the relevant Immigration legislation and formal regulations for Sponsors. These include:

- Ensuring that a record of passport and visa documentation is held for each International Student.
- Ensuring that contact details are maintained and up to date for every student.
- Ensuring that students are meeting the attendance criteria for their Course of study.
- Reporting any non-compliance to the UKVI within their mandatory timescales.
If you are a non-EEA student who requires formal student visa entry clearance from the UK authorities to enter or remain in the UK for the purpose of undertaking study, there are obligations you must meet as a student at this University, described in the following sections (3.12.2 to 3.12.4).

3.14.2 When you arrive at the University to start your Course of study:

- You will be invited to attend a face to face session which you must attend bringing with you your passport and your visa documentation for inspection. Only original documents will be accepted. The University is required to take and retain a copy of those documents for its records.
- You will not be able to fully enrol onto your Course of study until you have satisfied this requirement.
- If you do not have your full documentation you must still attend the face to face session and provide evidence of your progress with the visa process.
- Until you are able to provide us with your passport and visa documentation, you will be enrolled on a temporary basis only.
- Failure to produce the required documentation within the temporary enrolment period (4 weeks after the Course start date) will lead to your enrolment being suspended until you present the required documentation.
- In the event that you fail to produce the required documentation within 8 weeks of the Course start date, this may lead to the cancellation of your place at the University and your non-compliance being reported to the UKVI.

3.14.3 During your Course of study:

- You must re-enrol at the start of each academic year and make suitable arrangements to pay any Fees due, in accordance with the University’s Fee Payment Conditions.
- You must inform the University of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time.
- Any change of your address, visa status or passport details must be reported promptly by you to the University.
- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Course and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance and submission dates relevant to your Course of study.
- Failure to comply with these requirements may lead to your suspension from the University and ultimately the cancellation of your place on a Course at the University with your non-compliance being reported to the UKVI.

3.14.4 If your place on a Course is terminated by the University for any reason:

- Your contract with the University will terminate and the termination provisions at paragraph 8 will apply.
- You will not be permitted to attend any lectures, tutorials or classes nor use any University services or facilities which are normally available to students.
- The University will report the cancellation of your place on a Course to the UKVI who may take action under the relevant legislation, which may include cancellation of your student visa.
• You will no longer be sponsored by the University and you may have to seek sponsorship from another institution if you wish to continue your studies in the UK.
• You may not be entitled to a refund of fees that you have already paid. Any refund of fees already paid will be given in accordance with our refund policy described in the fee payment conditions.
• The University will not be prevented from taking any action available to it against you to recover any fees which remain outstanding on the date of termination.
• Any licence agreement for University student accommodation to which you are subject will terminate and you will have to vacate your student accommodation and pay any fees which apply on termination of the licence.

4. Fees and payment

4.1 As a student of the University, you will be required to pay various fees. The University reserves the right to review and revise fee levels on an annual basis. The University’s regulations relating to fees and payment, including refunds, are described within the fee payment conditions (“the Fee Payment Conditions”).

5. University rules and regulations

5.1 You are required, as a condition of accepting an Offer, to abide by all relevant codes, rules and regulations of the University in existence during the Course which relate to the activities of students at the University, or which may apply to you and your particular Course option. These shall include (but shall not be limited to) the following which may be amended from time to time:

• the University’s Academic Regulations, and Student Code of Behaviour
• the University’s fee payment conditions
• the University’s Equality & Diversity Policy, Complaints Procedure and all relevant Safety Policies or Handbook;
• the University’s Computer Use Regulations
• the University’s Intellectual Property Policy for Students
• the University’s Academic Standards and Quality Regulations
• all Course handbooks, codes, rules and regulations of any other relevant organisation or institution, if required as part of the Course.

5.2 As a student of the University you are entitled to be a member of the University’s Union of Students. Membership of the Union of Students is accorded automatically by enrolling at the University. You do, however, have the right not to be a member of the Union of Students. If you wish to opt-out of membership at any time you can do so by writing to the University’s Registrar.

Conduct of the Union of Students is regulated in accordance with the Education Act 1994, and the relationship between the Union of Students and the University is regulated by a formal Code of Practice. Further information on these matters is available via the Union of Students’ website or through the Governance Services office of the University.

5.3 If your studies with the University are terminated as a result of disciplinary action taken against you in accordance with the disciplinary procedures of
the University these Conditions shall end automatically without the need for any notice, unless the University confirms otherwise in writing.

5.4 If you are expelled or dismissed from any institution or organisation other than the University which you are required to attend or be a member of as part of the Course, the University shall be entitled to end these Conditions immediately by written notice to you.

5.5 For the avoidance of doubt, the termination of your studies for whatever reasons shall not exempt or release you from your obligation to pay any fees due to the University or from complying with any other obligation under these Conditions which may have been required of you prior to any such termination of your studies.

6. **Change of circumstances**

In addition to the University’s rights to end these Conditions in accordance with Conditions 5.3 and 5.4 above, the University shall be entitled to end these Conditions immediately by notice in writing to you in the following circumstances:

6.1.1 if between the acceptance of an Offer by you and the beginning of the Course there is a change in your circumstances or if the University becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of the University makes it inappropriate for you to study on the Course; or

6.2.1 if, in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for the Course.

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISION OF CONDITION 7 BELOW.**

7. **Provision of the Course**

7.1 The University will use all reasonable endeavours to deliver the Course in accordance with the description applied to it in the University’s prospectus for the Academic Year in which you begin the Course (“the Prospectus”). However, the University has finite resources which must be managed in an efficient way, in the context of the provision of a wide range of courses to a large number of students. Accordingly, the University shall be entitled:

7.1.1 at any time to alter the timetable applicable to you, to alter the number of classes/lectures and other teaching activity relating to the Course, alter the methods by which the Course is delivered and to alter the location of delivery of the Course, provided such alterations are reasonable, and/or

7.1.2 to make reasonable variations to the content and syllabus of the Course, and/or

7.1.3 to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is
reasonably considered to be necessary by the University in the context of its wider purposes.

If the University decides not to provide the Course, or makes any significant variation to the Course prior to the Course commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to withdraw your application by written notice to the University. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to the University.

7.2 The University does not accept responsibility and expressly excludes liability to the fullest extent permitted by law for:

7.2.1 any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the University, unless caused by the negligence of the University or its employees;

7.2.2 death or any personal injury suffered by you unless caused by the negligence of the University or its employees;

7.2.3 any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of earnings, loss of opportunity, and living expenses), however arising, suffered by you as a result of any breach by the University of these conditions or any other act or omission of the University or its employees or agents.

7.3 Whilst the University undertakes to take all reasonable steps to provide the Course and the Services with reasonable care and skill, the University shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Services or facilities relating to any Course arising from circumstances beyond the University's reasonable control, including (but not limited to) earthquake, flood, storm, act of God or of public enemies, epidemic or pandemic, national emergency, invasion, insurrection, riots, industrial disputes (including those which may involve its own staff), boycott, telecommunications failure, interruption of services rendered by any public utility or interference from any local, national or supra-national government agency or official.

7.4 Whilst the University shall endeavour to ensure that computer equipment and software it makes available for your use has reasonable security and anti-virus facilities and protections, your use of such computer equipment and any software provided by the University is at your own risk. The University shall not therefore be liable (subject to Condition 7.6) for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available to you by the University, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the University equipment or software.

7.5 If the University is found liable to you for any breach by the University of these Conditions or for any other act or omission of the University or its employees or agents the liability of the University shall be limited to the Fees actually paid by you, except in relation to liability referred to in Condition 7.6 below.
7.6 Nothing in this Condition 7 or in the rest of these Conditions shall operate to exclude the University’s liability for death or personal injury caused by the University’s negligence, or for fraudulent misrepresentations.

8. **Requirements on termination of these Conditions**

If at any time the University terminates these Conditions as a result of its rights under these Conditions, by any other permitted reason or if these Conditions terminate automatically:

8.1 the University shall be entitled to refuse to enrol you on the Course, if at the date of termination you have not already enrolled;

8.2 the University shall be entitled to require you to stop studying on the Course, and to leave the University immediately, if at the date of termination you have already enrolled;

8.3 any action taken by the University under Conditions 8.1 or 8.2 will not restrict the ability of the University to take any other action, which it may be entitled to take, against you;

8.4 the University will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the University to terminate these Conditions or disciplinary action by the University (provided the action by the University is taken properly in accordance with these Conditions or the University’s procedures); and

8.5 you are required to immediately return the Student Identification Card which was issued to you on enrolment.

9. **Special conditions**

9.1 As a student of the University you may be entitled to receive financial support through a bursary, scholarship or other scheme. In the event that you are eligible for such financial support, you agree to abide by the terms and conditions relating to that specific bursary, scholarship or other scheme.

9.2 You agree that you will abide by any special conditions relating to the Course set out in the Prospectus, or as otherwise notified to you by the University.

10. **Data protection**

10.1 The University may use and process personal data or information about you whilst you are a student of the University and after you have left the University.

10.2 By accepting an Offer you are consenting to the University processing your data including sensitive personal data, for the purposes and in the manner set out in this Condition 10. Sensitive personal data includes information held by the University as to your physical or mental health or condition, your racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you (including the outcome or sentence in such proceedings).
10.3 The purposes for which the University may process your personal data (including sensitive personal data) include:

10.3.1 the administration of your enrolment on and participation on a Course, including the administration of examinations, the issue of results and certificates in connection with the Course, recording of other relevant University achievements, and (where applicable) the provision of information to your employer or other sponsor/corporate sponsor about your attendance and performance on a Course;

10.3.2 the provision of University services and facilities to you and the protection of your health, safety and welfare whilst at the University (which may involve the University disclosing your personal data to the University’s Union of Students, University Partnership Course, University student health service providers and other third parties, such as our appointed service providers from time to time of email and data storage facilities for students and alumni);

10.3.3 the issue and operation of the University’s “Smartcard” in accordance with Condition 10.5;

10.3.4 the collection of any fees payable by you to the University;

10.3.5 equal opportunities monitoring;

10.3.6 alumni activities;

10.3.7 the provision of references about you;

10.3.8 providing confirmation that you are or have been a student at the University in response to enquiries of any nature;

10.3.9 to enhance the student experience;

10.3.10 the provision of information to any government or regulatory body or agency (including, without limitation, the Higher Education Funding Council for England, the Higher Education Statistics Agency (HESA), the UKVI and relevant professional standards and registration bodies) and the emergency services for legitimate purposes; and

10.3.11 for safety purposes (for example use of CCTV monitoring in areas of the University whereby such use is made apparent).

10.4 In some circumstances, it may be necessary for the University to transfer your personal data to a country outside the European Economic Area (for example, if you undertake a Course in such a country, or that is your country of origin). Such a transfer will only be made for the purposes specified in Condition 10.3. However, you should be aware that countries outside the European Economic Area may not offer data protection law equivalent to that applicable in the United Kingdom, and by signing the Enrolment Form you consent to the transfer of data in these circumstances and for those purposes.

10.5 The University will issue you with a “Smartcard” which will serve as a means of identification and your means of access to various University services and
facilities, including libraries, computing facilities, University and UPP managed halls of residence and car parks. The University may process personal data collected as a result of your use of such card for the purposes set out in Condition 10.3. The University may also disclose personal data about Smartcard holders to third parties to facilitate the provision of further services and facilities and for research purposes. If you do not wish your personal data to be disclosed to third parties, you should notify the Registrar in writing.

10.6 The University may use data in the form of photographs of classroom situations or general activity in common areas of the University as part of general marketing materials for example in the University’s annual report, prospectus or course materials. Personal data alongside photographs will only be used with explicit consent.

10.7 The University may record lectures and presentations for later access as part of the University's learning resource. You understand and accept that you may appear in such recordings where you have attended such activity.

11. General

11.1 If any provision of these Conditions is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

11.2 Any notice or other communication made under these Conditions shall be in writing and addressed to you at the last email or postal address notified by you to the University, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).

11.3 If you breach these Conditions and the University chooses not to exercise any right which it may have against you as a consequence of that breach, the University shall not be prevented from taking action against you in the future in respect of any other breaches by you.

11.4 These Conditions are only enforceable by you and the University. No other person shall have any rights in connection with these Conditions.

11.5 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

12. Additional conditions for online Courses

12.1 the Course shall be made available to you through the internet. You acknowledge that, given the nature of the internet, the University cannot guarantee that use of the Course will be uninterrupted or error free. You also acknowledge and accept that the University cannot guarantee that materials and other information downloadable or printable from the Course can be downloaded or printed within any specified time period.

12.2 The University reserves the right at any time and from time to time to amend, improve or correct those IT and other systems by which the Course is made available to you (“the Enabling Systems”), including any part of the
same provided that this does not materially impair provision of the Course to you. The University shall endeavour to give you reasonable notice of any such modification where reasonably practicable. The University is entitled to temporarily suspend the provision of the Course on the occurrence of any of the following events:

12.2.1 essential maintenance of the Enabling Systems (whether planned or unscheduled);

12.2.2 issue by any competent authority of an order or direction which is binding upon the University and which affects the Course; or

12.2.3 if the University determines that suspension is necessary to protect all or any systems or services provided or used by the University from time to time.

12.3 In addition to any fees payable under Condition 4 of these Conditions, you will also be directly responsible for payment of any fees and costs required or associated with your use of and access to the Course from outside the University, including broadband and other communications costs.

12.4 It is your responsibility to ensure that the computer hardware and other systems (including internet connection) that you use to access the Course meet the minimum technical specifications and standards required, as described in the Course information.

12.5 The University shall have no responsibility for ensuring connectivity or compatibility between your computer and the Enabling Systems.