



University of Essex

Student Terms & Conditions 2021-2022

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1. Introduction

We are really pleased that you want to be part of our global community. By becoming a member of our community, you will have expectations of us, and of your experience while learning and developing at the University of Essex.

It is important that you read this document carefully before accepting an offer and again before registering with the University of Essex. These terms and conditions form the basis of a contract between you and the University of Essex.

YOUR PARTICULAR ATTENTION IS DRAWN TO THE FOLLOWING SECTIONS:

- **Your right to cancel (section [3.6](#))**
- **Your obligations to the University and compliance with University Regulations (section 5)**
- **Tuition Fees and tuition fee deposit (section 6)**
- **Contract changes and Course closures (section 8)**
- **Ending or suspending the Contract (section 9)**
- **What the University is responsible to you for and events outside our control (section 11)**
- **Terms and Conditions that apply to students at East 15 Acting School (Sections 3.7 and 5.2)**
- **Terms and Conditions that apply to students at Edge Hotel School (Section 5.2)**

If you have any questions, please contact Admissions before you accept your offer, by emailing your Admissions Adviser via the contact details on your Offer Letter (defined below).

2. Student Contract

These terms and conditions will apply to you if you enter into a contract with the University of Essex, including East 15 Acting School, at its campuses at Colchester, Southend and Loughton (the “**University**”). Our primary address for correspondence is Wivenhoe Park, Colchester, CO4 3SQ.

As a student at the University a number of documents make up your Contract.

The following documents apply from the moment that you accept your offer in accordance with section 3.2 (*Accepting your offer and when your Contract with the University is formed*):

- this document;
- your Offer Letter (defined below);
- the University’s Tuition Fees: Payment and Liability Policy, which can be found at: www1.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf;
- the University’s Tuition Fee Deposit Policy, which can be found at: www1.essex.ac.uk/tuitionfeedeposit/documents/tuition-fee-deposit-policy.pdf;
- the University’s Compensation and Refund Policy, which can be found at: www1.essex.ac.uk/fees-and-funding/documents/compensation-refund-policy-may-2018.pdf;
- Student Membership and Disclosure and Barring Service Checks Policy and Procedure, which can be found at: www.essex.ac.uk/dbs/documents/student-membership-and-dbs-policy.pdf and
- For East 15 Acting School students, East 15 Admissions terms and conditions, which can be found at: www.east15.ac.uk/terms-and-conditions:
 - www.east15.ac.uk/-/media/documents/departments/east-15/east15-course-deposit-terms-and-conditions.pdf
 - www.east15.ac.uk/-/media/documents/departments/east-15/east15-audition-terms-and-conditions.pdf
 - www.east15.ac.uk/-/media/documents/departments/east-15/east-15-fees-and-funding-information.pdf
 - www.east15.ac.uk/-/media/documents/departments/east-15/fds-agreement.pdf (where applicable)

You will be contacted by email with these documents, which form part of your Contract. These documents will be available to you on the Admissions portal. You should ensure you keep copies.

These documents are available in alternative formats. Please get in touch with your Admissions Adviser if you would like them in a different format.

Information about registration can be found in *The Basics – Important Information for new Essex students*, which you will receive after your place is confirmed. The date when you first register with the University will depend on the start date for your Course.

In addition to the documents listed above, the following documents also form part of your Contract, and apply from the time when you register with the University and throughout the duration of your registration with the University:

- The Code of Student Conduct, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/code-student-conduct.pdf;
- IT Acceptable Use Policy, which can be found at: www1.essex.ac.uk/it/about/acceptable-use-policy/default.aspx;
- Academic Regulations, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/academic-regulations.pdf;
- Regulations relating to academic affairs, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/regulations-academic-affairs.pdf
- Regulations relating to programmes of study, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/regulations-programmes-study.pdf
- Regulations relating to registration, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/regulations-registration.pdf;
- General Regulations, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/general-regulations.pdf;
- Library Regulations, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/library-regulations.pdf;
- Fitness to Study Policy and Procedures, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/procedures-fitness-to-practise.pdf;
- Fitness to Practise Procedure (where applicable), which can be found at: www.essex.ac.uk/-/media/documents/directories/academic-section/fitness-to-study-march-2020.pdf; and
- Academic Offences Procedures which can be found at www.essex.ac.uk/-/media/documents/about/governance/academic-offences-procedure.pdf.

The following document will also form part of the Contract, from registration, for students on Courses at East 15 Acting School:

- East 15 Professional Code of Conduct, which can be found at [www.east15.ac.uk/-/media/east-15-pcc-\(2020-2021\).pdf](http://www.east15.ac.uk/-/media/east-15-pcc-(2020-2021).pdf).

The following document will also form part of the Contract, from registration, for students on Courses at Edge Hotel School:

- Edge Hotel School Professional Code of Conduct, which can be found at www.essex.ac.uk/-/media/documents/directories/academic-section/student-handbooks/edge_hotel_school.pdf.

The following document will also form part of the Contract, from registration, for students on Taught Masters Programmes:

- Principal Regulations for Taught Masters Programmes, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/principal-regulations-for-taught-masters-programmes.pdf.

The following document will also form part of the Contract, from registration, for students studying for Graduate and Postgraduate Diplomas and Certificates:

- Principal Regulations for graduate and postgraduate diplomas and certificates, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/principal-regulations-graduate-postgraduate-diplomas-certificates.pdf.

The following document will also form part of the Contract, from registration, for students on higher doctorates:

- Principal Regulations for higher doctorates, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/principal-regulations-higher-doctorates.pdf.

The following document will also form part of the Contract, from registration, for students on research degrees:

- Principal Regulations for research degrees, which can be found at: www.essex.ac.uk/-/media/documents/about/governance/principal-regulations-research-degrees.pdf.

These documents are available in alternative formats. Please get in touch with the University (askthehub@essex.ac.uk) if you would like them in a different format.

All Regulations are available at www.essex.ac.uk/about/governance/regulations.

The University's policies and procedures are available on the website at www.essex.ac.uk/about/governance/policies. These are reviewed annually.

You will be contacted by email with these registration-related documents. These documents will be available to you on the Welcome portal. You should ensure you keep copies.

Together, all these documents on the Admissions and Welcome portals, as well as this Student Contract, make up your "**Contract**".

3. Your Offer

3.1. What your offer will contain

Your offer is based on information provided in your application.

Your offer letter (the "**Offer Letter**") will provide you with important information about your Contract with us and will explain how and when your Contract is formed.

The Offer Letter will also set out any specific requirements with which you will need to comply as a condition of admission and registration on your chosen course (your "**Course**").

If you fail to comply with any of these requirements, or fail to provide us with satisfactory evidence that you have complied with these requirements, we may terminate the Contract as set out in section 9 (*Ending or suspending the Contract*).

3.2. Accepting your offer and when your Contract with the University is formed

When your Contract is formed with the University depends on how you apply and what you are applying for.

UCAS applicants

If you have applied to us through UCAS, you must accept your offer by making it your firm or insurance choice on your UCAS Track. We will email you to alert you about your Offer Letter and your Contract. They will be available on your myEssex applicant portal. By accepting this offer, you will be entering into a legally binding Contract with the University and your Contract with the University is formed on the day you accept your offer.

Postgraduate and Undergraduate Direct Admissions applicants

If you applied to us through our postgraduate online application form, or via our online Direct Admissions service, you must accept your offer on your myEssex applicant portal. We will email you to alert you about your Offer Letter and your Contract. They will be available on your myEssex applicant portal. By accepting this offer, you will be entering into a legally binding Contract with the University and your Contract with the University is formed on the day you accept your offer.

University of Essex International College applicants

If you are progressing to a University of Essex programme of study through the University of Essex International College, you will have accepted your University offer at the same time as accepting your offer from the College. Your University offer is conditional on you meeting the progression requirements for your College course, as set out in your Offer Letter. If you successfully meet these progression requirements, your Contract with the University of Essex for your undergraduate or postgraduate study will be formed when the University of Essex confirms your place. The University will email you with confirmation of your place; your Offer Letter and your Contract will then be available on your myEssex applicant portal.

Clearing applicants

If you have applied to us through Clearing, you will need to add Essex as your Clearing choice through the UCAS Clearing process, and your Contract will be formed when the University confirms your place. The University will email you with confirmation of your place; your Offer Letter and your Contract will then be available on your myEssex applicant portal.

East 15 Acting School

If you have applied to the East 15 Acting School, your Contract will be formed on the day on which you pay your Course deposit, which will need to be paid prior to your Course commencing, in accordance with the terms of the East 15 'Course Deposit' Terms and Conditions. The University will email you with confirmation of your place; your Offer Letter and your Contract will then be available on your myEssex applicant portal.

Additional terms and conditions relate specifically to the East 15 Acting School. These cover terms and conditions relating to the East 15 audition and Course deposit. Please refer to the East 15 website for full terms and conditions:

- ▶ www.east15.ac.uk/terms-and-conditions
- ▶ www.east15.ac.uk/-/media/documents/departments/east-15/east15-course-deposit-terms-and-conditions.pdf
- ▶ www.east15.ac.uk/-/media/documents/departments/east-15/east15-audition-terms-and-conditions.pdf
- ▶ www.east15.ac.uk/-/media/documents/departments/east-15/east-15-fees-and-funding-information.pdf
- ▶ www.east15.ac.uk/-/media/documents/departments/east-15/fds-agreement.pdf (where applicable)

All applicants

Your Contract will continue for the duration set out in the Offer Letter unless terminated or extended in accordance with these terms and conditions.

It is your responsibility to ensure that all information with which you provide us, or which is provided on your behalf, at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and is not misleading.

Failure to comply with this requirement may result in us withdrawing your offer of a place on your Course or suspending or terminating our Contract with you in accordance with section 9 (*Ending or suspending the Contract*).

3.3. Students who are under 18

Students who are under 18 years of age at the start of their Course are required to comply with the University's procedures for under 18s. If you will be under 18 at the start of your Course, your offer will include a requirement to complete and return the University's Under 18 Emergency Contact Details form.

You must provide us with a verified UK Nominated Emergency Contact (NEC) at least four weeks prior to your arrival on campus.

If you need a visa to study in the UK and will be 18 by the time your course starts but under 18 on 1 April 2021, we will ask for your parent or guardian's consent for you to make a visa application, but you will not need to provide a nominated emergency contact.

There are legal restrictions that we would like to remind you about. It is illegal for those under 18 years of age to buy alcohol, or for anyone else to sell you alcohol if you are under 18. If you are under 18, you must not drink alcohol in the bars on campus and you may not be permitted to enter some licensed venues or events.

Important information for students under the age of 18 can be found on our website.

► www.essex.ac.uk/student/student-communities/under-18

3.4. Disclosure of criminal convictions and Disclosure and Barring Service where these are not mandatory

Students who accept a place to study on a Course which does not require a Disclosure and Barring Service (DBS) check are not asked to disclose their criminal record as part of the application or registration process, but applicants and students under supervision or currently on licence are encouraged to make us aware of any conditions or requirements which may prevent them from fully engaging with their Course and/or with the broader University community. In line with the conclusions of a Privacy Impact Assessment, the University would process this special category personal data under the legal basis of consent. This means that you do not have to tell us about your criminal record, but if you do choose to share information about a criminal record or offence with the University, you will be offered support and guidance including access to the University's specialist services, where appropriate, and any risks assessed.

Where possible, the University will accommodate conditions or requirements imposed on students through the courts or by other statutory authorities which may prevent them from fully engaging with their Course (for example, if a student is required to undertake activities away from campus in connection with any conviction). However, if it becomes apparent that the applicant or student is unable to meet the Course learning outcomes through, for example, not being available to attend teaching events, they may be required to withdraw or transfer to an alternative Course, as outlined in our Membership and DBS Policy.

► essex.ac.uk/-/media/documents/directories/academic-section/student-membership-and-dbs-policy.pdf

Students studying a Course for which a DBS check is not a mandatory requirement may still be required to disclose their criminal record after registering for the Course if they engage in regulated activity that requires a DBS check, for example, through selecting a particular research topic or optional module. This is indicated, where possible, in Course literature and prospectus materials.

3.5. Applicants for Courses subject to a mandatory DBS check and/or Occupational Health check

Offers, places and registration on some Courses are subject to satisfactory Disclosure and Barring Service (DBS) checks and/or Occupational Health checks. Where appropriate, further information is included in your Offer Letter, and in Course literature and prospectus materials.

Courses that require a mandatory DBS check involve regulated activity. Applicants for these Courses are required by the University to declare all criminal offences that are deemed to be unspent and spent in accordance with the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2020. A student would not be required to declare a spent criminal offence that was deemed to be protected and filtered from a DBS Certificate.

▶ www.gov.uk/government/collections/dbs-eligibility-guidance#dbs-workforce-guides

You may not be able to register for your Course or, if you have already registered, you may be required to withdraw from your Course, if the outcome of your DBS and/or Occupational Health check is not satisfactory.

▶ www.essex.ac.uk/dbs/documents/student-membership-and-dbs-policy.pdf

Offers of admission will only be made following consideration of the conviction and application in accordance with the University's DBS Policy. Application of the policy takes place independently of the academic selection process, which is based entirely on academic merit, in accordance with standard admissions policy.

▶ www.essex.ac.uk/dbs/documents/student-membership-and-dbs-policy.pdf

Applicants who are convicted of a criminal offence or who receive a police caution after submitting an application for a Course for which DBS checks are mandatory must inform the University. Disclosures can be made in writing to the relevant Head of Admissions (Undergraduate or Postgraduate), as appropriate.

▶ www.essex.ac.uk/dbs/documents/student-membership-and-dbs-policy.pdf

All personal data shared with the University with regard to criminal convictions and health will be processed transparently, fairly and lawfully under data protection legislation and in line with our privacy notices.

3.6. Your right to cancel

The Contract will be made between you and the University in accordance with Section 3.2 (*Accepting your offer and when your Contract with the University is formed*). If you change your mind, you have the right to cancel your Contract within 14 days. The cancellation period ends 14 days after the day on which the Contract is formed.

To meet the cancellation deadline, it is sufficient for you to inform us of your decision to cancel the Contract in a clear written statement (e.g. by email) before the cancellation period has expired. You may use the model cancellation form set out in the Appendix to these terms and conditions to inform us of your decision to cancel. You can also let us know that you wish to cancel the Contract by completing the cancellation form available on your myEssex applicant portal.

We ask that you notify us of your decision to cancel by using the contact details for the Admissions Adviser named in your Offer Letter or by using the general contact details for the University's Admissions Team, which can be found on our webpages.

▶ www.essex.ac.uk/information/professional-services/undergraduate-admissions

▶ www.essex.ac.uk/information/professional-services/postgraduate-admissions

We will confirm in writing once your cancellation (request to withdraw) has been processed.

If you cancel the Contract within the 14-day cancellation period we will return any payments you have made to us for the Course. We will return such payments without undue delay and not later than 14 days after the day on which we were informed of your decision to cancel this Contract. We will return the payment using the same means of payment as you used in the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of this reimbursement.

Before the start of your Course you may still be able to end the Contract after the 14-day period has expired, but you will need to contact us to ensure that this is possible and to arrange this. Full refunds may

not be possible for any cancellations made after the 14-day period. The fairness test under the Consumer Rights Act 2015 will apply to this provision and any right to receive a refund will depend on the circumstances of each case. Please see our Tuition Fees: Payment and Liability Policy for further details.

▶ www1.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf

We may start to provide you with services under the Contract before the end of the 14-day period if you request us to do so, for example, if you apply to us very soon before your Course is due to start (including Clearing applications). This will not prevent you from cancelling the Contract during the 14-day period. However, if you decide to cancel the Contract once we have started to provide services to you under the Contract, and once you have registered, then we will be entitled to deduct from any refund the amount specified in the Tuition Fees: Payment and Liability Policy to reflect the services you will have received until you notified us of your wish to cancel. This may reflect, for example, reasonable costs associated with providing teaching and other services.

▶ www1.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf

3.7. East 15 Acting School applicants

East 15 Acting School is a department within the University of Essex.

If you are applying for a Course at East 15 Acting School, the terms and conditions in this document apply to you. As your Contract with the University is formed on the day you pay your deposit, you will have the right to cancel your Contract within 14 days from the date of your £300 Course deposit payment. If you choose to cancel within this period, any amounts that you have already paid, including but not limited to your deposit, will be refunded to you using the same means as you used to make payment.

There are additional terms and conditions that relate specifically to East 15 Acting School. These cover terms and conditions relating to the East 15 audition, East 15 admissions process, and East 15 Course deposit. Please refer to the East 15 website for full terms and conditions.

▶ www.east15.ac.uk/terms-and-conditions

▶ www.east15.ac.uk/-/media/documents/departments/east-15/east15-course-deposit-terms-and-conditions.pdf

▶ www.east15.ac.uk/-/media/documents/departments/east-15/east15-audition-terms-and-conditions.pdf

▶ www.east15.ac.uk/-/media/documents/departments/east-15/east-15-fees-and-funding-information.pdf

▶ www.east15.ac.uk/-/media/documents/departments/east-15/fds-agreement.pdf (where applicable)

4. Our obligations to you

The University will:

- deliver the Course specified in your Offer Letter, including teaching, assessment, feedback and learning support;
- provide library and suitable learning resources, including online learning resources;
- provide IT infrastructure, including a University email account; and
- provide pastoral support, through a range of welfare, advice, and guidance services available to students on issues affecting student life, including finance, disability, issues relating to your general welfare, and support for international students. These services are provided during normal working hours. Out of hours support, particularly in emergencies, can be accessed via statutory and other third-party services (such as NHS provision). Further information is available at www.essex.ac.uk/student/emergencies/medical-and-mental-health-emergencies. The University provides a Counselling Service to help students address personal or emotional problems. Further information is available at www.essex.ac.uk/student/professional-services/student-wellbeing-and-inclusivity-team. As a guide, students can expect to receive short-term counselling only. At times of peak demand, a waiting list may be in operation. The availability and scope of welfare, advice and guidance services are limited for a variety of reasons including, but not restricted to, the needs of individual students, and demand. Welfare, advice and guidance services are subject to change

for a variety of reasons, including but not limited to, changes in funding. If these services change, we will inform you via a number of established communication routes.

The University has in place appropriate Regulations and policies, including the Code of Student Conduct and University Regulations, to govern your programme of study and your time as a student of the University. These Regulations and policies are listed in Section 2 (*Student Contract*). You will also have a copy of each on the Admissions and Welcome portals.

The University will perform its obligations under the Contract with reasonable skill and care and in conformity with the Contract.

5. Your obligations to the University and compliance with University Regulations

You understand that, from the time when you register with the University, you are a student member of the University community and agree that, as such, you will behave respectfully to all other members of our community.

You agree that, from the date that your Contract with us is formed (as described in Section 3.2 (*Accepting your offer and when your Contract with the University is formed*)) you will:

- comply with the terms and conditions of the Contract;
- meet any and all conditions set out in these terms and conditions and in your Offer Letter and (where relevant) continue to satisfy them throughout the period of your registration;
- register with us at the start of your Course and re-register each academic year;
- undertake Disclosure and Barring Service checks if studying on a Course which mandates this;
- pay all Course fees and any additional charges and deposits when due in accordance with section 6 (*Tuition Fees and tuition fee deposit*); and
- keep the contact information provided to the University up to date and inform the University promptly of any changes to this using the myEssex applicant portal.

You agree that, from the date that you register with the University, and in accordance with the contractual documents that apply from this point, you will:

- comply with the terms and conditions of the Contract;
- meet any and all conditions set out in these terms and conditions and in your Offer Letter and (where relevant) continue to satisfy them throughout the period of your registration;
- register with us at the start of your Course and re-register each academic year;
- undertake Disclosure and Barring Service checks if studying on a Course which mandates this;
- pay all Course fees and any additional charges and deposits when due in accordance with section 6 (*Tuition Fees and tuition fee deposit*);
- familiarise yourself with and adhere to the Code of Student Conduct and University Regulations and other Regulations, policies and procedures that form part of this Contract (as more fully set out at section 5.1 *University Regulations, policies and procedures that apply to you*), and that apply from the time when you register with the University and as are amended from time to time by the University in accordance with section 8;
- comply with a sanction or outcome validly imposed by the University against you, including but not limited to a fine;
- keep the contact information provided to the University up to date and inform the University promptly of any changes to this (www.essex.ac.uk/student/my-essex/your-information);
- be responsible for your learning and pursue your studies conscientiously, making use of the resources and opportunities made available to you, following the requirements outlined in relation to use of the library and other learning resources;
- attend learning events, such as, for Undergraduates and Postgraduate Taught Students, lectures, seminars and tutorials, and supervisor meetings for Postgraduate Research Students;

- submit assignments on time and undertake examinations unless agreed otherwise with the University because of extenuating circumstances;
- use your University email account or the relevant University virtual learning environment for communications with the University; you understand that the University will use your University email account to communicate formally with you following registration (unless the University agrees otherwise);
- take reasonable care of the health and safety of yourself and others within the University community and co-operate with the University in fulfilling its obligations regarding health and safety; and
- not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.

5.1. University Regulations, policies and procedures that apply to you

As part of this Contract, you are required to comply with the University's Regulations, policies and procedures. We will ask you to re-acknowledge your adherence to the University's Regulations, policies and procedures upon registration and whenever you are asked to re-register (this would usually be at the start of your Course and every new academic year). You are therefore advised to read these carefully in advance of your Contract being formed (as described in Section 3.2 (*Accepting your offer and when your Contract with the University is formed*)). The Regulations, policies and procedures are also named in Section 2, *Student Contract*. We may have to update or amend our Regulations, policies and procedures during your Course, for example, in response to changed external circumstances. Section 8 (*Contract changes and Course closures*) will apply in relation to those changes. A full set of the University Regulations, policies and procedures is available online via the link below.

► www.essex.ac.uk/governance/regulations

The Regulations, policies and procedures cover a range of important matters, including the circumstances in which students can have their Contract suspended or terminated or where they may be required to withdraw from the University without receiving an award. These circumstances include, but are not limited to:

- a serious breach of the required standards of academic integrity and honesty;
- failing to register within 28 days of the start of your Course or the start of the academic year without a satisfactory reason;
- failing to meet academic progress requirements as set out in the Regulations relating to Courses;
- a serious breach of the University's Code of Student Conduct (5.2 below) which sets out the conduct required of students; penalties for breach of the Code can also include warnings and fines;
- a serious breach of health and safety regulations, including any temporary or time-limited rules put in place in particular circumstances (for example, during a pandemic);
- a student's behaviour or wellbeing continuing to cause concerns necessitating the University's duty of care to the student themselves and/or to others to be considered under the University's Fitness to Study Policy and Procedure (5.3 below);
- a serious breach of the University's Fitness to Practise Procedure (see 5.4 below) for students enrolled on Courses which lead to a professional qualification or involve a professional placement (e.g. health, social work and education Courses);
- failing to maintain and provide evidence of valid leave to study in the UK and to comply with the UK's Immigration rules that apply to students subject to immigration control;
- failing to meet the requirements of any Course for which a Professional Code of Conduct applies (5.5 below);
- failing to comply with the Fitness to Practise standards of professional behaviour set out for any Course; and/or
- failing to comply with the requirements of the Student Membership and DBS policy.

These Regulations, policies and procedures are governed by the requirements of the University's Charter, Statutes and Ordinances. The Ordinances include the power to revoke awards where the Senate, the University's committee with authority over academic matters, deems there to be good cause.

5.2. Code of Student Conduct

As a student at the University of Essex, you are expected to behave in accordance with our Code of Student Conduct. The Code sets out the standards of behaviour that we expect and the action that will be taken where behaviour falls below these standards. The Code forms part of a range of measures the University has in place to safeguard and promote a safe culture across the University community and to enable our students to realise their full potential in a safe, healthy and inclusive environment. It also requires you to comply with our IT Acceptable Use Policy. In accepting a place, you agree to comply with the University's regulations, policies and procedures which include this Code of Student Conduct.

- ▶ www.essex.ac.uk/-/media/documents/about/governance/code-student-conduct.pdf
- ▶ www1.essex.ac.uk/it/about/acceptable-use-policy/default.aspx

5.3. Fitness to study

The Fitness to Study Policy and Procedure is applicable to all students. If a student's behaviour or wellbeing continues to cause concerns, the University's duty of care to the student themselves and/or to others will be considered under the University's Fitness to Study Policy and Procedure. This may result in actions being taken to investigate the student's fitness and suitability to continue to study, which may result in a student being suspended or excluded.

Please note that it is your decision to share the details of any meetings held under the University's Fitness to Study Policy and Procedure with your next of kin or emergency contact. The only time we might do this without your consent is where we have serious concerns about your welfare, e.g. if your health has deteriorated and you are seriously unwell/at risk of serious harm; in such instances we may also liaise with emergency services.

- ▶ www.essex.ac.uk/-/media/documents/about/governance/procedures-fitness-to-practise.pdf

5.4. Fitness to practise

The Fitness to Practise Procedure is applicable to students on certain professional Courses (such as Nursing or Social Work) and is designed to ensure and regulate that a student is suitable for engagement in the relevant profession.

If you are enrolled on one of these Courses, you are subject to the terms of our Fitness to Practise Procedure. This means that you must comply with the standards of professional behaviour that have been set by professional and regulatory bodies. This information appears in student handbooks,

- ▶ www.essex.ac.uk/-/media/documents/about/governance/procedures-fitness-to-practise.pdf

5.5. East 15 Acting School and Edge Hotel School - Professional Codes of Conduct (PCCs)

Both East 15 Acting School and the Edge Hotel School are departments in the University of Essex. They each have an additional code of professional behaviour which is not regulated by professional bodies but is considered to be best practice for students wishing to enter those professions and to enable the course to run successfully. These are known as Professional Codes of Conduct (PCCs).

PCCs apply to all modules and all programmes of study in these Schools, and set out clear requirements in relation to attendance, engagement, professional behaviour, and conduct. If you are on a Course within either of these Schools, you must comply with their PCCs. These will be made available to you.

East 15

▶ www.east15.ac.uk/students/

Edge Hotel School

▶ www.essex.ac.uk/-/media/documents/directories/academic-section/student-handbooks/edge_hotel_school.pdf

6. Tuition Fees and tuition fee deposit

6.1. What tuition fees are payable by you

The tuition fee for your first year of study, your fee status and any mandatory charges relating to your Course (such as the costs of field trips or bench fees) are detailed in your Offer Letter. For up to date information about tuition fees, please refer to our student fees and funding web pages.

▶ essex.ac.uk/fees-and-funding

Your fee status has been determined from the information provided in your application. We reserve the right to amend your fee status in accordance with UK Fees and Awards legislation in force at the relevant time. If you have been classified by the University as liable for home fees, this does not guarantee Student Loans Company funding for fees or living costs. The Student Loans Company will conduct their own eligibility assessment.

You become fully liable for your tuition fees from the start date of your Course, as detailed in your Offer Letter. If you are self-funded, you must pay at least one third of your annual tuition fee before you may be permitted to register. If you are studying for one-term only, you must pay your entire fee for the period of study in advance. If you have a sponsor or loan provider who is supporting your tuition fees and they fail to pay the agreed funding when due or (in the case of the Student Loans Company) make an assessment of your fee status that differs from ours, you will still be liable to pay the full amount. If you subsequently decide to leave the Course, you remain liable for your tuition fees (or a portion of them), as stated in the Tuition Fees: Payment and Liability Policy.

▶ www.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf

If you are a postgraduate applicant and you require a visa to study in the UK, or an undergraduate applicant who has applied directly to us (not via UCAS), we will ask you to pay a tuition fee deposit, unless you can show proof that a University of Essex recognised sponsor is funding you or unless you fall into another exempt category. This will be clearly explained in your Offer Letter. Our Tuition Fee Deposit Policy and our Tuition Fee Payment and Liability Policy are available to you via email and through the Admissions portal. We recommend that you read these before accepting an offer. Your rights to request a refund within fourteen days of payment, as described in section 3.6 are not affected.

▶ www.essex.ac.uk/tuitionfeedeposit/

6.2. Tuition fee increases during your Course

For students commencing their studies at the University of Essex in the 2021-22 academic year, your fees may increase for each academic year of study. This annual increase will be no more than 5% or the Retail

Price Index excluding mortgage interest (RPI-X index)¹, whichever is the higher. The UK Government caps the fees payable for UK undergraduates, and any increase will not exceed any such caps.

All fee increases take effect at the start of the academic year. The University will publish fee changes on its Course web pages approximately one year in advance of the relevant academic year. For any amendments to fees after this point, we will give students not less than three months' notice of such increases, which would take effect at the start of the academic year.

- ▶ www.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf
- ▶ www.essex.ac.uk/fees-and-funding/current/payments/

6.3. Tuition fee increases if you defer entry, or if you have a break in your studies

If you defer entry, you will be charged the same rate as new students in the year you re-start. This may lead to an increase in the amount you are required to pay overall as tuition fees are subject to a maximum annual increase of 5% or RPI-X, whichever is higher.

If your studies are suspended and it is determined by the University (acting in accordance with this Contract) that you were at fault, this may lead to an increase in the amount you are required to pay overall upon your return, if you return in a subsequent academic year, through an increase in tuition fee rates.

7. Immigration: Information for students who require sponsorship for a student visa

7.1. Your responsibilities as a student sponsored by the University of Essex

From the date we issue your sponsorship document, you will have responsibilities both to us and to the UK Home Office. You must continue to meet the immigration rules, requirements and conditions of your visa and understand what you must do to maintain your immigration status throughout your Course and you must support the University in maintaining its Sponsor Licence (7.2 below). To help you understand what your responsibilities are as a sponsored student, we provide guidance on our website.

- ▶ www.essex.ac.uk/immigration/studies/responsibilities.aspx

You must also inform the University immediately of any changes to your immigration status or a change in your circumstances that may affect your student status. You should do this by contacting the Academic Registrar at acadreg@essex.ac.uk.

7.2. The University's responsibility as a sponsor

As a sponsor, the University of Essex is required to ensure compliance with the UK Home Office rules, requirements and guidance. Consequently, we reserve the right to make changes to your offer and/or your Contract where we are required to do so in order to ensure compliance with the Home Office immigration rules, requirements or guidance. This includes circumstances where the Home Office has made changes to the immigration rules, requirements or guidance. In addition, we may refuse or withdraw our sponsorship if you have not told us about something in your application which may affect your eligibility to apply for or obtain a visa or when changes to the immigration rules, requirements or guidance mean you are no longer eligible to apply for or obtain a visa.

¹ You can find out more about the UK's RPI-X index at <https://www.ons.gov.uk/economy/inflationandpriceindices>

While we are sponsoring you we are required to make reports to the Home Office about changes to your circumstances. This can include change of course, change of study location, placement or study abroad details, or if you are no longer studying as a result of intermission or withdrawal. If we make a report to the Home Office about you, we will tell you we have done this.

7.3. Academic and immigration decisions

During your time as a student, there will be times when decisions are made related to your academic progress, for example, decisions made by Exam Boards at the end of the academic year. In some circumstances, your immigration status may preclude you from acting upon decisions made by Exam Boards, as to do so would be inconsistent with the requirements of immigration rules. Decisions about your academic progress, such as those by Exam Boards, will not initially take account of your immigration status and on occasion further action may be required in order to apply the decision in a way which satisfies the immigration rules. If such a situation arises for you, you will be contacted and your options will be explained to you.

7.4. Students sponsored by an embassy

If you are a student sponsored by an Embassy, the University will liaise with your Embassy sponsor throughout any period of registration to share information related to your studies, including, but not limited to, confirmation of registration, tuition fee liability, academic progress and expected completion date. Disclosure to such sponsors will only be made where there is a legitimate reason for so doing.

8. Contract changes and Course closures

8.1. When, how and why we can make changes to the Contract and how this may impact you

Where we need to make changes to the Contract, including to our services or Courses after the Contract has been formed, we will:

- assess the potential impact of the change generally on our students and applicants to determine whether it would be a major change (such as substantial changes to your Course or its award) or a minor change (such as changes to the timetable);
- review the impact generally on students with protected characteristics and in light of known and existing individual student circumstances; and
- follow the principles set out in this section when making the changes.

The circumstances that we describe in this section (8) are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including our services and Courses). The examples set out below in section 8.2.1 and in Paragraph A of Appendix 2 provide you with illustrative examples of the reasons why changes may arise.

8.2. What type of changes may be made?

We have set out in Paragraph B of Appendix 2 some examples of changes that may be made. To help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”.

We have drawn your attention specifically in section 8.2.1 below to how we would deal with changes to your Course that may cause it to be discontinued, suspended or merged.

8.2.1. Discontinuance, suspension or merger of Courses

Before the Course has started

There may be times when we:

- need to discontinue or suspend a Course;
- decide not to provide a Course; or
- decide to merge or combine a Course with other courses of study.

We would only take this action if we reasonably considered it to be necessary. Reasons for this may include: benefits for students from the use of new teaching practices or technology; a key member of staff becoming unavailable; the teaching location becoming unavailable; if we are required to make changes to comply with government or regulatory requirements; if accreditation is withdrawn; or if the changes would be considered to be in students' overall interests.

If we take such action before your Course starts, then we will inform you using the email address provided on your application form. If you do not agree with the change, you will be entitled to cancel this Contract by written notice to the University using the contact details provided in your Offer Letter. In these circumstances you will be entitled to a refund of any deposit and/or fees which you have paid to the University, under the terms of the Tuition Fees: Payment and Liability Policy (see sections 3.6 and 6 above).

After the Course has started

There may also be times when we need to discontinue or suspend a Course or to merge or combine a Course with other courses after a Course has started, if such action is required.

If this occurs, we will take reasonable steps to seek to:

- offer you a place on an alternative course at the University (subject to place availability and subject to you complying with the requirements of admission to and enrolment on that course); or
- at your request, assist you to join another course at another provider, and
- if appropriate and in accordance with our Compensation and Refund Policy, issue you with a refund of the tuition fees and any deposit paid.

8.3. How and when we will tell you about changes to the Contract

Major changes

Based on our assessment of the potential impact of the change, we will notify you in writing as soon as is reasonably practicable in the circumstances about major changes either before or after your Course has started. We will aim to provide this notice to you in advance of making major changes, but this may not always be possible (e.g. if we are required to make changes at short notice to respond to a Government or regulator's direction or urgently to deal with a situation such as a security or health and safety risk or emergency at the University).

If you do not agree with a major change that we have informed you we will make to the Contract, you will be entitled to terminate the Contract in accordance with section 9 (*Ending or suspending the Contract*)

below, and you may be entitled to an appropriate refund of the Fees and any deposit you have paid to us under the terms of the Tuition Fees: Payment and Liability Policy.

Our Student Protection Plan describes some major changes that may occur and the risks of these happening, and explains the actions the University would take if they came about.

Should major changes to or closure of your Course be made, the University will take all reasonable steps to minimise disruption to you. We would:

- inform you of the changes as described in this sub-section 8.3;
- explain the reasons for the changes;
- outline the impact that the changes will have for you; and
- offer you options, with a view to avoiding as far as possible any adverse effects.

Major changes that come about as a result of an Event Outside our Control (Section 11, *What the University is responsible to you for and events outside our control*) fall outside the scope of this clause (8.3). We will, nonetheless, look to minimise any adverse impacts on you.

Minor changes

When it is, in our view, reasonable and appropriate to do so, we will also notify you of minor changes that we make to the Contract, including to your Course or our services. Where possible, we will look to provide this notice to you in advance of making minor changes, but this may not always be possible (e.g. if we are required to make changes at short notice to respond to a Government or regulator's direction or to deal urgently with a situation such as a security or health and safety risk or emergency at the University).

9. Ending or suspending the Contract

9.1. When we may terminate or suspend the Contract

We may terminate or suspend the Contract on notice to you as a result of:

- the University becoming aware that information you have provided to us, or which has been provided on your behalf, is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- you seriously failing to comply with your obligations under the Contract, for example through substantial non-compliance with our Regulations, policies and procedures;
- you failing to comply with the Code of Student Conduct;
- you failing to comply with and/or to meet specific requirements of your Course and/or any conditions as specified in your Offer Letter;
- your circumstances changing so that you no longer have permission to remain in the UK;
- you failing to disclose, or acquiring, a relevant criminal conviction that prevents you from successfully completing a mandatory DBS check associated with your Course or studies;
- you failing to register or re-register on your Course by the deadline notified to you;
- you failing to meet the required standard of performance or professional suitability of and/or progression on your Course as prescribed by academic and/or professional suitability requirements;
- you failing to pay your Course fees and/or any additional charges when due including failure by a third party to pay on your behalf in accordance with section 6 (*Tuition Fees and tuition fee deposit*); and/or
- circumstances where your continued registration poses a serious risk to your health, safety and/or welfare, or that of others, which the University is unable to take reasonable steps to mitigate, or if

your behaviour is impacting adversely on others around you, as outlined in our Fitness to Study Policy and Procedure and our Code of Student Conduct.

Where we terminate or suspend the Contract as permitted above, you may be entitled to a refund of a proportion of any directly pre-paid Course fees and any pre-paid mandatory additional fees on a pro rata basis for the unexpired period of the Course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid), as described in our Tuition Fees: Payment and Liability Policy and our Compensation and Refund Policy. The amount of any applicable refund will be determined taking account the relevant circumstances at the time of termination or suspension.

▶ www.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf

▶ www.essex.ac.uk/-/media/documents/about/governance/ofs/compensation-and-refund-policy.pdf

9.2. When you may terminate or suspend the Contract

You may terminate the Contract in the following circumstances:

- where we make a major change to the Contract to your significant detriment as described in section 8 (*Contract changes and Course closures*) with which you do not agree; or
- where you have accepted either a Firm or Insurance offer with us and you decide not to study with us before your Course starts (e.g. because you take up a place at another provider).

In the event you terminate the Contract in these circumstances, you may be entitled to a refund of a proportion of any Course fees paid for the unexpired period of the Course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid), as described in our Tuition Fees: Payment and Liability Policy and our Compensation and Refund Policy.

The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination or suspension. The Tuition Fees: Payment and Liability Policy also explains the payments for which you would be liable should you terminate the Contract under any other circumstances.

▶ www.essex.ac.uk/fees-and-funding/documents/payment-liability-policy.pdf

▶ www.essex.ac.uk/-/media/documents/about/governance/ofs/compensation-and-refund-policy.pdf

Please note that if the Contract is terminated or suspended, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that its liability for tuition fees has reduced and therefore the Student Loans Company will reduce the amount of your loan.

If a third party pays your fees on your behalf, we may pay any refund directly to that third party.

10. The law governing your Contract and how to complain

Your Contract with the University is governed by English law. The English and Welsh courts have non-exclusive jurisdiction in respect of disputes arising out of and in connection with your Contract. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Complaints

Once registered at the University, you can use the University's Student Concerns and Complaints procedure if you are dissatisfied. The procedure can be found on our website.

▶ www.essex.ac.uk/about/governance/policies/complaints.aspx

▶ www.essex.ac.uk/about/governance/policies

If you are not satisfied with the outcome of your complaint, you may take it to the Office of the Independent Adjudicator at www.oiahe.org.uk or OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading RG1 3AB.

Prior to registration, you can use the University's Admissions Complaints procedure to contact us, if you are dissatisfied, as described in our Complaints Policy for Applicants.

► www.essex.ac.uk/-/media/documents/admissions/complaints-policy-for-applicants.pdf

The rights provided to students under the Contract, including the University's Regulations, policies and procedures, are in addition to the range of protections you have under consumer protection law, and do not limit your consumer rights and remedies.

11. What the University is responsible to you for and events outside our control

Nothing in these terms and conditions will limit or exclude the University's responsibility for death or personal injury arising from our own negligence, for fraud or fraudulent misrepresentation or for any other matter for which the University is not permitted to exclude or limit its responsibility by law.

If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss, damage or consequences are considered to be foreseeable if they either were an obvious consequence of our breach or if the loss, damage or consequences were contemplated by you and us at the time we entered into this Contract.

We shall not be responsible for any failure to perform or any delay in performance of any of our obligations under the Contract that is caused by an Event Outside our Control. An Event Outside our Control means any act or event beyond our reasonable control including, without limitation:

- strikes or other industrial action by third parties;
- strikes, lock-outs or other industrial action by our employees;
- illness of staff members;
- severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems.

Should an Event Outside our Control result in significant changes being made to the way in which we fulfil our obligations to you under the terms of this Contract (e.g. by moving teaching and/or assessment from an in-person to virtual format), we will inform you of the changes, explain the reasons for the changes, outline the impact that the changes will have for you, and offer you options, with a view to avoiding as far as possible any adverse effects.

If an Event Outside our Control takes place that affects the performance of our obligations under the Contract we will contact you as soon as reasonably possible to notify you. In such an instance, our obligations under the Contract affected by the Event Outside our Control will be suspended.

Should an Event Outside our Control interfere with our ability to deliver your Course and/or any other service, we will use reasonable endeavours to minimise the disruption caused to you.

The University does not accept responsibility for:

- any loss or damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops); you are advised to obtain relevant insurance against theft and other risks;
- work submitted for assessment that is not returned;
- personal injury or death except in so far as it is caused by our negligence;
- loss of opportunity; or
- loss of income or profit, however arising.

12. Intellectual Property Rights

Intellectual Property Rights (IPR) give legal recognition to the ownership of intellectual property. Some rights are automatic, but others require action in order to gain intellectual property protection.

If you generate IPR as part of your studies or research, you will own such IPR, unless:

- you have agreed otherwise in writing with the University and/or any sponsor or external collaborator for the relevant work;
- you generate IPR which is jointly invented with University employees or associates (in which case you will be required to assign the IPR to the University); you will be entitled to apportioned revenue generated by that IPR; and/or
- the IPR is created through your duties as an employee of University (in which case you would be treated as a University employee for these purposes).

As protecting and commercialising IPR can be very expensive and time-consuming, the University may be willing to take on the costs associated with protecting and exploiting any student owned IPR, provided the University believes the IPR has sufficient commercial potential and the student assigns the IPR to the University (in which case, the student would be entitled to apportioned net revenue generated by that IPR).

You must not use anyone else's IPR or research as a part of your studies if such use would constitute infringement of that person's IPR.

We require you to complete all assessments with honesty and integrity and ethical considerations. It is your responsibility to make yourself aware of the regulations governing examinations, and how to prepare your coursework correctly. These requirements are described in our Academic Offences Procedures.

► www.essex.ac.uk/student/exams-and-coursework/about-academic-offences

13. Performance rights in lecture capture

For the avoidance of doubt, all performance rights that may accrue during the recording of lectures and other teaching events are assigned to the University under the terms of this Contract. The performance rights in any lecture are unique to that performance. All performance rights relating to lecture capture or other teaching events are assigned by students to the University.

14. Other important terms

This Contract is between you and the University of Essex. No other person shall have any rights to enforce any of its terms. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these terms of our Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Appendix 1: Cancellation form

Template cancellation text

To:

I hereby give notice that I cancel my Contract for the supply of services on the INSERT COURSE TITLE.

Offer Letter dated:

Name of individual:

Applicant/registration number:

Signature of individual:

Date:

Appendix 2: Contract changes and Course changes

A. WHY: examples of reasons why we might make changes to your Contract:

This includes changes to our services and/or Courses and/or to our Regulations, policies and procedures. Events Outside our Control are outside the scope of this Appendix.

There are various circumstances under which we may need to make major or minor changes. These include:

- to reflect changes in the law and/or professional, statutory and/or regulatory body and/or UKVI requirements;
- as required by government and/or regulatory requirement(s), policy and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students and/or other regulatory body and/or any funding and/or research body;
- to comply with accrediting body and/or validating university requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice and/or guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- to combine, alter or discontinue a Course in the event of insufficient numbers to make the Course viable;
- in light of the withdrawal or amendment of any relevant approval, accreditation or validation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- to implement changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 or similar pandemic restrictions; we may, for example, need to change delivery methods (e.g. by moving towards a greater percentage of distance learning and/or remote delivery) and make appropriate adjustments to how we provide the services to you to meet these requirements; we may need to make these changes with limited notice for health and safety, legal and/or regulatory reasons, but we will always seek to provide you with as much notice of any such changes as we can;
- to reflect changes made by a collaborative partner providing teaching or other services and/or the requirements of a collaborative partner providing teaching or other services;
- for any other valid reason.

B. WHAT: examples of the types of changes that we may make:

Major Changes include (this is a non-exhaustive list of examples):

- significant changes to the way that we teach, deliver and/or assess a Course, provide pastoral support, provide supervision and academic support for Postgraduate degrees, and/or provide academic-related services; these changes could include differences in the mode used to deliver teaching or conduct assessments and examinations;

-
- additions, changes to and/or withdrawals of certain core/compulsory modules and/or compulsory placements on your Course;
 - the implementation of more significant changes to our Courses;
 - changes to our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us; and
 - significant changes to the location and/or specification of your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus.

Minor Changes include (this is a non-exhaustive list of examples):

- reasonable changes to the timetable for delivery of your Course;
- reasonable changes to the number of classes, lectures and/or other teaching activity relating to the Course;
- reasonable changes to the content and/or syllabus of the Course;
- changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core or non-compulsory modules and/or placements on your Course;
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remain as up to date as possible;
- changes to the order in which we deliver modules to you; this might be necessitated e.g. to move a non-practical module to a later date if there are ongoing COVID-19 or similar pandemic disruptions and restrictions in place; and
- reasonable changes to the timetable, availability or method of delivery of services.