

# University of Edinburgh

## Terms & Conditions - Admissions (2016 entry)

### 1. INTRODUCTION

1.1 These terms and conditions represent an agreement between the University of Edinburgh (“University”) and you, a prospective student. By accepting the University’s offer of a place on a programme, you accept these terms and conditions in full, which along with your offer and the University’s rules, regulations, policies and procedures located at <http://www.ed.ac.uk/staff-students/students/academic-life/studies/regulations> and the most recently published prospectus (as applicable), form the contract between you and the University in relation to your studies at the University as amended from time to time pursuant to Clause 1.3 (the “Contract”).

1.2 If you have any questions or concerns about these terms and conditions, please contact the University’s Student Recruitment and Admissions Office on +44 (0)131 650 4360 or via the online form (which is accessible via <http://www.ed.ac.uk/schools-departments/student-recruitment/about/enquiryform>).

1.3 Any amendments made by the University to the Contract will be made available on the University’s website, which you should consult regularly. In the event that we are required to make any significant changes to the Contract, we shall take reasonable steps to bring these changes to the attention of affected students as soon as reasonably practicable. Please refer to Clause 10 for further detail.

1.4 Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ terms and conditions.

1.5 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract (including any professional bodies’ terms and conditions (if applicable), these terms and conditions shall take precedence.

### 2. OFFERS

2.1 It is your responsibility to ensure that all of the information you provide to the University and/or the UK Home Office and/or the UK Foreign Office is true and accurate.

2.2 If it is discovered that your application contains incorrect or fraudulent information, there is a re-assessment of your fee status, or significant information has been omitted from your application form, the University may withdraw or amend your offer, or terminate your registration at the University, according to the circumstances.

2.3 The offer the University makes to you will be conditional or unconditional. If your offer is conditional, the University will set out the conditions which you will need to fulfill in order to be admitted onto your chosen programme. In particular your offer may be conditional upon you passing an English language test. The University’s Policy Regarding English Language Requirements is available on the University’s website.

2.4 If you have not fulfilled the conditions of your offer before the date notified to you in your Offer or any other date notified to you, the University reserves the right to withdraw your offer or defer your application to the next year of entry.

2.5 You may be required, at the request of the University, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the University’s satisfaction may result in the termination of your offer, the revocation of your registration as a student of the University and termination of the Contract.

### 3. IMMIGRATION

3.1 If you are a national of a country outside the European Union, European Economic Area or Switzerland and subject to UK immigration control, you will need to demonstrate, at the point of Matriculation (as defined in Clause 4.1 below), that you have a valid immigration status to undertake your proposed programme of study.

3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law. Please note that if you choose to withdraw from your studies, if your registration is terminated by the University or if you are granted permission to interrupt your studies, this will affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

3.3 Your visa will be revoked if your registration is terminated for any reason. In such circumstances you may not be entitled to a refund of any programme fees already paid.

#### 4. MATRICULATION AND THE SPONSIO ACADEMIA

4.1 Matriculation is the administrative act of becoming a student of the University and carries with it the obligation to abide by the rules of the University, including the payment of tuition fees and other charges ("Matriculation").

4.2 The Sponsio Academia is the oath, which was originally in Latin, taken by students matriculating into the four ancient Scottish universities (Edinburgh, St. Andrews, Aberdeen and Glasgow). The Sponsio Academia at first matriculation is as follows: "I acknowledge that in all matters relating to the teaching and discipline of the University I have willingly placed myself under the jurisdiction of the Senatus Academicus, and I recognise that if, in the opinion of the Senatus, my studies or my conduct are unsatisfactory, it has authority to forbid my continuance upon courses qualifying for a degree."

4.3 After you have accepted your offer, you must matriculate at the commencement of your studies and agree to the Sponsio Academia. You can agree to the Sponsio Academia electronically by clicking accept as part of the online registration process. Thereafter, your annual matriculation status will be dependant on your attendance on your programme being confirmed by the University.

#### 5. CONDITIONS OF ADMISSION

5.1 Your admission to the University, attendance on a programme, and right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and matriculating in accordance with Clause 4.

5.2 You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

#### 6. DEPOSITS

6.1 In order to secure a place on your programme, you may be required to pay a deposit. If a deposit is required you will be advised, following receipt of your application, by a deposit message issued by EUCLID or in your offer letter. If you do not pay the deposit monies in accordance with the payment terms advised in your offer letter, your application shall be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the University.

6.2 Any deposit you pay will be offset against the balance of tuition fees owed to the University.

6.3 For further information regarding deposits, please review the University's deposit guidelines which are available on the University's website.

#### 7. FEES

7.1 Subject to Clause 7.2, each year's tuition fees are due, in full, prior to the date falling 5 weeks after the commencement of your programme in such year (each a "Final Payment Date"), unless you are self-funding and paying by instalment under the University's instalment scheme (see 7.4 below) or studying on a part-time intermittent basis (in which case you will be invoiced for each course as you study).

7.2 Fees are subject to revision (as applicable) in accordance with the terms of the tuition fee policy which is available on the University's website. In deciding upon increases in tuition fees the University will take into consideration such factors as inflation, market competition, Scottish Funding Council policy and other external factors outwith the University's control.

7.3 You will not be deemed to have matriculated until your tuition fees have been paid (or your first instalment paid if paying by instalments), or satisfactory evidence produced that such fees will be paid by a sponsoring authority on receipt of the University's invoice. You will be personally liable to pay your tuition fees if a sponsoring authority fails to do so.

7.4 If you are personally liable to pay all or part of your tuition fees, a number of payment methods are available to you. Further information is available on the University's website.

7.5 In the event that your tuition fees have not been paid in full by the relevant Final Payment Date (as defined in Clause 7.1 above) or in accordance with the University's fee instalment scheme, the University shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

7.6 The University may pursue legal proceedings in relation to non-payment of tuition fees.

7.7 In accordance with the University's tuition fee policy (which is available on the University's website), a refund of tuition fees may be made if you withdraw from a programme with the approval of the relevant Head of College.

7.8 If you have any concerns regarding payment of fees or require further information about tuition fees (including the refund of tuition fees), please contact the Income Section, Finance Department at Tel: +44 (0)131 650 9214, Email: [feepayment@ed.ac.uk](mailto:feepayment@ed.ac.uk).

## 8. OTHER CHARGES

8.1 In addition, you may incur additional expenditure on items such as (but not limited to) application fees, fieldwork, specialist materials, supplementary instrumental tuition and annual continuation fees; although in some circumstances assistance from University funds may be available to meet such expenditure, you shall have primary responsibility for payment.

8.2 Details of any additional significant expenditure that you may be required to incur can be obtained from the appropriate College or School of the University. In addition, small charges may be made in some subjects for such items as course materials, equipment or room hire, photocopying and laser printing; detailed information may be obtained from the applicable School of the University.

8.3 The University may pursue legal proceedings against you if you are in debt to the University or may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations. In addition, if you are in debt to the University (whether for tuition or other fees) you may be recorded as a debtor of the University in any references requested from the University.

## 9. CANCELLATION RIGHTS

9.1 If you accept the University's offer by means of distance communication (i.e. there has been no face-to-face contact between the University and you at the time you accept the offer) you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your acceptance of the University's offer.

9.2 In order to cancel the Contract in accordance with Clause 9.1, you must notify the University either orally or in writing within the timescales referred to in Clause 9.1 and you may give the University notice by completing the cancellation form at Schedule 1 and sending it to the University's Student Recruitment and Admissions office.

9.3 If you have made any payment under the Contract prior to the date of cancellation of the Contract then the University will provide you with a full refund as soon as reasonably possible but in any event within 30 days of the University receiving your written notice of cancellation.

9.4 Notwithstanding the specific cancellations rights set out in clauses 9.1 and 9.3 and subject always to the terms of clause 7.7 you can cancel the Contract at any time during the course of your programme in consultation with the University. Cancellation after commencement of your programme may result in loss of whole or part of your tuition fee in accordance with the terms of the University's tuition fee policy.

## 10. CHANGES TO YOUR PROGRAMME

10.1 The University reserves the right to:

10.1.1 make variations to the contents of programmes, including the range of courses (modules) offered;

10.1.2 alter the approach to methods of delivery of programmes such as the timetable, location, number of classes and methods and timings of assessments;

10.1.3 discontinue programmes and merge or combine programmes; due to events outside the University's reasonable control or if the University considers that such action is reasonably necessary in order to appropriately manage its resources, pursue its policy of continuous improvement, comply with changes in law or comply with the instructions of the University's regulators or a professional body.

10.2 Where the changes referred to in Clause 10.1 are not significant (that is, where they lead to changes to individual elements of a programme but do not lead to a substantive change in the overall content or method of delivery of a programme), the University will communicate the changes through routine publications (for example, the latest version of the online Degree Regulations and Programmes of Studies publication). If you would like to study a particular course (module) as part of your programme of study, you should consult with the School offering the programme in advance of accepting your offer to confirm whether the course (module) will be available to you.

10.3 In the unlikely event that the University (i) discontinues or does not provide your programme of study; or (ii) significantly changes the content of your programme, method of delivery or method of assessment of your programme such that the overall learning aims and outcomes of your programme are fundamentally different; or (iii) significantly changes the location at which your programme is taught, and any such change may adversely affect you:

10.3.1 the University will notify you at the earliest possible opportunity;

10.3.2 if you request the University to do so, the University will seek to offer you a suitable replacement programme at the University for which you are qualified or if the University is unable to offer you a suitable replacement programme at the University it shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;

10.3.3 if you do not wish to accept the University's offer of a replacement programme or the University is unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the University in writing;

10.3.4 in the event that you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid.

## 11. EDUCATIONAL PROVISION

11.1 The University shall use its reasonable endeavours to:-

11.1.1 deliver your Programme with reasonable care and skill and as far as possible, in accordance with the description applied to it in the prospectus;

11.1.2 clearly explain the academic requirements of your programme to you.

11.2 You must use all efforts to fulfill all the academic requirements of your programme, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with the relevant policies, rules and regulations of the University.

11.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the University may take disciplinary action against you under its Code of Student Conduct.

## 12. COMPLAINTS PROCEDURE

12.1 If you have a complaint about the University, you should follow the University's complaints procedure which can be found on the University's website. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.

## 13. LIABILITY

13.1 Whilst the University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

13.2 The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

13.3 The University shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

## 14. TERMINATION

14.1 The University reserves the right to exclude you from the University if you willfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of the programme. You should also note, as set out in clause 5.2, that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

14.2 The University also reserves the right to exclude you from the University for disciplinary offences, for non-matriculation, for non-payment of tuition fee debt, or for inadequate attendance or performance on your programme, in line with the relevant University policies and procedures.

## 15. DATA PROTECTION

15.1 The University holds information about all applicants to the University and all students at the University. The University uses the information from your application:-

15.1.1 to process your application, to collect feedback and to send you information about the University and its events, such as open days; and

15.1.2 if your application is successful the University will also use the information it holds about you to deliver your Programme, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems

15.2 The University may disclose student information to third parties as set out in the guidance on the disclosure of student information available via the University website. We will inform you regarding use or disclosure of your information for any other purposes.

15.3 You should refer to the University's data protection policy for more information. This is accessible via the University's website.

## 16. GENERAL

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

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

16.3 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

16.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

16.5 The courts in Edinburgh will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of Scotland.

SCHEDULE 1  
CANCELLATION FORM

To: the University of Edinburgh

Student Recruitment and Admissions

33 Buccleuch Place Edinburgh EH8 9JS

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

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Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student \_\_\_\_\_

Date: \_\_\_\_\_