

## **Terms and conditions 2021**

### **1. Introduction**

1.1 These terms and conditions represent an agreement between the University of Edinburgh ("University") and you. The Contract is formed when you accept the University's offer of a place on a programme (whether taught or research-based, on campus or distance learning), and reconfirmed when you register for each academic year during your programme.

1.2 These terms and conditions in full, along with your offer, the [University's rules, regulations, policies and procedures](#) and the description of your programme on the University's Degree Finder applicable at the time of your application, form the contract (the "Contract") between you and the University in relation to your studies at the University. You should read these documents carefully before you accept an offer of a place and/or prior to registration for the next academic year if you are already a student. Your offer letter will set out the steps which you will need to take to accept the University's offer of a place.

1.3 If you have any questions or concerns about these terms and conditions, current and prospective students should contact the University's Student Recruitment and Admissions Office.

[Student Recruitment and Admissions: Contact Details](#)

### **Changes to the Contract**

1.4 The University will make all reasonable efforts to deliver the programme in accordance with the description of your programme and associated University policies and procedures. However, it may be necessary for the University to:

- make changes to your programme, including after you have accepted your offer;
- amend or update our rules, regulations and policies and procedures to ensure that the University meets its legal and regulatory obligations, and acts in accordance with best practice; or
- make changes to these terms and conditions.

Any amendments made by the University to the Contract will be made available on the University's website, which you should consult regularly. If we make any significant changes to the Contract, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably possible. Please refer to Clause 12 for further information.

### **Additional terms relating to professional qualifications or accreditation**

1.5 If your course leads to a professional qualification or accreditation you may also be subject to regulations relating to your conduct required by the relevant professional regulation body (such as fitness to practise for students studying medicine) and it is a condition of these terms and conditions that you follow such regulations in respect of your programme. If you fail to meet these regulations, you may be unable to continue your programme. More detail is available in the programme information for your course.

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

1.7 Where services are offered by or on behalf of the University that are subject to separate terms and conditions, you will have an opportunity to review those terms and conditions prior to accessing such services.

## **2. Provision of information**

2.1 The most up-to-date information about our degree programmes is published on the University of Edinburgh's Degree Finder. The Degree Finder for undergraduate courses can be found at <https://www.ed.ac.uk/studying/undergraduate/degrees> and for postgraduate courses at <https://www.ed.ac.uk/studying/postgraduate/degrees>.

We cannot guarantee the accuracy of information that is published on third party external websites.

## **3. Applications, Offers and Qualifications**

3.1 You should ensure that all of the information you provide to the University and/or the UK Home Office and/or the UK Foreign Office in respect of your application is true and accurate.

3.2 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 where you have already registered, terminate your registration at the University and this Contract.

3.3 The offer the University makes to you will be conditional or unconditional. If your offer is conditional, the University will set out the conditions that you will need to fulfill in order to be admitted onto your chosen programme. Your offer may be conditional upon you passing an English language test. Please refer to the [University's policy on English language requirements](#).

3.4 If your offer is a conditional offer and you have not fulfilled the relevant conditions before the date notified 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.

3.5 The University may ask you to provide satisfactory evidence of your qualifications (including English language qualifications) in relation to any offer. Failure to provide such evidence to the University's satisfaction may result in the termination of your offer, or where you have already matriculated, the revocation of your registration as a student of the University and termination of the Contract.

## **4. Immigration**

4.1 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 5.1 below), that you have a valid immigration status to undertake your proposed programme of study.

4.2 Nationals of a European Union country, a country in the European Economic Area, or Switzerland, will be required to comply with any immigration rules in operation at the time. You can find further information here: [Information for EU, EEA and Swiss Students](#).

4.3 If you hold a student visa, you are responsible for complying with its terms whilst studying at the University. If you take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law. If (i) you choose to withdraw from your studies, (ii) your registration is terminated by the University for any reason; or (iii) 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.

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

## **5. Matriculation and the Sponsio Academia**

5.1 Matriculation is the administrative act of becoming a student of the University. It consists of three stages:

- (i) registration;
- (ii) confirmation of attendance; and
- (iii) full admission.

5.2 Matriculation carries with it the obligation to abide by the rules of the University, including the payment of tuition fees and other charges.

5.2 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."

5.3 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 as part of the online registration process. Thereafter, your annual matriculation status will be dependent on your attendance on your programme being confirmed by the University.

5.4 Failure to matriculate at the commencement of your studies or failure to have your attendance confirmed at the commencement of your subsequent years of study, in accordance with the timescales set out in the [University's rules, regulations, policies and procedures](#) will be deemed to be non-matriculation resulting in termination of the Contract and cancellation of your place on the programme.

## **6. Conditions of admission**

6.1 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 its services and facilities, is subject to you complying with the terms of the Contract and matriculating in accordance with Clause 5.

6.2 Your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

## **7. Deposits**

7.1 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 in accordance with the terms set out in your offer letter or on EUCLID, your application shall be withdrawn without further notice. It is strongly recommended that you have funding for your deposit in place before you apply to the University.

7.2 The deposit will be offset against the balance of tuition fees payable by you for your programme under Clause 8 below.

7.3 For further information, please review the University's deposit guidelines. For postgraduate students, these are available on the University's website: [Tuition fee deposits](#). For all other students, please contact the appropriate College or School of the University for information.

## **8. Tuition Fees**

### **General**

8.1 The tuition fees applicable to your programme are set out in your offer letter. Details of other charges that may be applicable to you are set out at Clause 9.

8.2 You must pay your tuition fees in full (or produce satisfactory evidence that your tuition fees will be paid by a sponsoring authority upon receipt of the University's invoice) at the start of your programme, unless:

(i) the University has agreed that you may pay by instalment under the University's instalment scheme, (see Clause 8.5, "Payment of tuition fees") in which case payment is due in accordance with the agreed instalment plan; or

(ii) you are studying on a part-time intermittent basis (in which case, payment should be made in accordance with the invoice for each course).

If you are being sponsored or have a scholarship, you must send proof of your funding to: [fees@ed.ac.uk](mailto:fees@ed.ac.uk).

### **Fee status and changes to tuition fees**

8.3 The level of your tuition fees is dependent on your tuition fee status. Your status is determined in accordance with your nationality and the country where you normally live. Further information is available here: [What is my fee status?](#)

Tuition fees may be revised in accordance with the [Tuition Fees Policy](#). 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.

### **Payment of tuition fees**

8.4 You are responsible for paying your tuition fees if a sponsoring authority fails to do so.

8.5 If you are self-funding 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: [Student Academic Fees](#).

8.6 If you have concerns about payment of tuition fees or the other charges set out at Clause 9, you should raise this with the University as soon as possible by contacting [finance.helpline@ed.ac.uk](mailto:finance.helpline@ed.ac.uk) to make them aware of the situation.

### **9. Other charges**

9.1 In addition to tuition fees, other charges may be applicable to you. Common charges include application fees, fieldwork and field trips specialist materials, supplementary instrumental tuition and annual continuation fees. You are responsible for meeting such charges, although in some circumstances assistance from University funds may be available. Please contact the applicable College or School of the University for further information.

9.2 Details of any additional significant expenditure or charge related to your programme can be obtained from the appropriate College or School of the University. In addition, there may be small charges in some subjects for items including course materials, equipment or room hire, photocopying and printing. Further information is available from the applicable College or School of the University.

### **10. What happens if you fail to pay tuition fees or other charges**

10.1 If you have not paid your tuition fees in full (or provided satisfactory evidence that your tuition fees will be paid by a sponsoring authority, by the date set out in Clause 8.2), the University may refuse to permit you to continue on your programme of study and terminate the Contract, with or without serving written notice to you and without incurring any liability to you.

10.2 If you fail to make or to arrange payment of tuition fees or the other charges, the University may:

- (i) pursue legal proceedings;
- (ii) disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
- (iii) exclude you from the University in accordance with Clause 16; and
- (iv) record you as a debtor of the University in any references requested from the University.

### **11. Cancellation and withdrawal rights**

11.1 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 (the "Cancellation Period").

11.2 In order to cancel the Contract in accordance with Clause 11.1:

(i) if you applied through UCAS, please contact UCAS to change your acceptance within 14 days of accepting your offer; and

(ii) if you applied directly to the University, you must notify the University either orally or in writing (including by email) within the Cancellation Period. If you wish to do so, you may use the Schedule 1 Cancellation Form below to give notice by sending it to the University's Student Recruitment and Admissions office, but you are not required to use this Form. The Contract will end on the day on which we receive notice of your cancellation.



[Schedule 1 Cancellation Form \(231.41 KB PDF\)](#)

11.3 If you have made any payment under the Contract prior to the date of cancellation of the Contract under Clause 11.1, 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 notice of cancellation.

11.4 Notwithstanding the specific cancellation rights set out in Clauses 11.1 and 11.3, you can cancel the Contract at any time during the course of your programme in consultation with the University. If you cancel after commencement of your programme, you may be entitled to a refund of all or part of your tuition fees in accordance with the terms of the University's [Tuition Fees Policy](#) or its policy on [Tuition fee deposits](#).

## 12. Changes to the Contract

### Changes to your programme and to University services and facilities

12.1 The University will make all reasonable efforts to deliver programmes, courses, services and facilities in accordance with the descriptions published on the University's Degree Finder and associated University regulations, policies and procedures. However, on occasion it may be necessary to make changes, including discontinuing the course or programme, either prior to or following admission.

Where necessary, we therefore reserve the right to:

12.1.1 vary the contents of programmes, including the range of courses (modules) offered;

12.1.2 vary the delivery method of programmes, including term dates, the timetable, location, number of classes and methods and timings of assessments;

12.1.3 make changes to the members of academic staff delivering courses and/or providing supervision; and

12.1.4 vary, replace or withdraw placements, field trips and other course activities.

12.2 We also reserve the right to make changes to how we provide and deliver University facilities and services.

12.3 In exceptional circumstances, we may need to discontinue, merge or combine courses or programmes,

12.4 There are a number of reasons why changes to programmes and/or University services and facilities may be necessary. These include:

12.4.1 to improve the content or delivery of programmes, courses, services or facilities as part of the University's policy of continuous improvement (including in response to student feedback);

12.4.2 to respond to developments in academic knowledge or research;

12.4.3 where such action is necessary to appropriately manage the University's resources;

12.4.4 where a course or programme is under or over-subscribed;

12.4.5 to comply with changes in law or with government guidance in relation to the University's operations;

12.4.6 to comply with the instructions of the University's regulators or a professional body;

12.4.7 as a result of the absence or departure of a key member of staff; or

12.4.8 due to circumstances beyond the University's control as set out in Clause 15.4 below.

12.5 Where the changes referred to in Clauses 12.1- 12.3 are not significant (for example, 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 an entire 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.

### **Significant programme changes**

12.6 If 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 reasonably believes that any such change may adversely affect you,

the University will:

12.6.1 notify you at the earliest possible opportunity; and

12.6.2 if you request the University to do so, provide you with reasonable assistance to find a suitable replacement programme of study at the University. If the University is unable to offer you a suitable replacement programme, it shall make reasonable efforts to refer you to a comparable higher education institution offering a suitable replacement programme.

12.6.3 if you do not wish to accept the University's offer of a replacement programme, and instead wish to withdraw either your application if you are an offer holder or withdraw from your programme at the University if you are a current student, or if the University is unable to offer you a suitable replacement programme, the University may make an appropriate refund of tuition fees and deposits paid in accordance with the policies set out at Clause 11.4.

### **13. Educational provision**

13.1 The University shall use reasonable endeavours to:

13.1.1 deliver your programme with reasonable care and skill and as far as possible, in accordance with the description in the relevant prospectus; and

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

13.2 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.

13.3 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](#).

### **14. Complaints procedure**

14.1 If you have a complaint about the University, you should follow the [University's complaints procedure](#). This procedure has been produced to help the University resolve any complaints as promptly, fairly and amicably as possible.

### **15. Liability**

15.1 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.

15.2 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.

15.3 The University is not responsible for services provided by student associations and clubs. These organisations are independent of the University and the University is not responsible for the acts or omissions of those organisations.

15.4 The University will not be liable to you for any failure to carry out, or delay in carrying out, any of our obligations under the Contract where that delay or failure is caused by events

beyond the University's reasonable control including acts of God, war, terrorism, cyber-attacks industrial disputes (including disputes involving the University's employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies. In such circumstances, the University will take reasonable and proportionate steps to minimise any adverse impact on you.

15.5 Subject to Clause 15.6, the University's liability to you under the Contract or otherwise in connection with your experience as a student at the University (whether arising in contract, delict or any other way) shall not exceed the total amount of the tuition fees paid or payable by you, or on your behalf by a sponsoring authority, to the University in relation to your programme.

15.6 The University does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

15.7 The provisions of this Clause 15 shall continue to apply after termination or expiry of this Contract.

## **16. Termination**

16.1 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. As set out in Clause 5.4, non-matriculation will result in termination of the Contract and exclusion from your programme and, as set out in Clause 6.2, progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

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

16.3 This Contract will terminate automatically if you cancel or withdraw from your programme.

## **17. Data protection**

17.1 The University holds information about all applicants to the University and all students at the University, and uses this in accordance with its privacy statements:

- [Privacy statement for applicants](#)
- [Student privacy notice](#)

17.2 The University uses the information from your application:

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

17.2.2 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.

17.3 The University may disclose student information to third parties as set out in the privacy notices. We will inform you regarding use or disclosure of your information for any other purposes.

17.4 You should refer to the University's [Data Protection Policy](#) for more information.

Data Protection Officer

- **The University of Edinburgh**

Contact details

- Email: [data-protection@ed.ac.uk](mailto:data-protection@ed.ac.uk)

## 18. General

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

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

17.3 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.

17.4 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.

17.5 This Contract is governed by Scots law. The courts in Edinburgh will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract.