## Royal Holloway, University of London

#### **Terms and Conditions**

#### Introduction

When you accept an offer of a place to study at Royal Holloway, University of London ("Royal Holloway"), a legal contract is formed between you and Royal Holloway and these terms and conditions, as well as other the course specific written information provided at the time of your offer, form the basis of this contract. This document contains important information concerning your contract with us, so please take the time to read it and the documents referred to in it carefully before accepting your offer. If you accept your offer, we will assume that you have read and understood these terms and conditions and agree to abide by them.

This document is also available on Royal Holloway's website <a href="here">here</a>.

Royal Holloway's Admissions Policy also provides comprehensive details of all aspects of admission to Royal Holloway and is available <u>here</u>.

## 1. General regulations

The offer of a place at Royal Holloway is made on the understanding that, in accepting it, and as a condition of enrolment, you will abide by our General Regulations, Codes of Practice and Policies and Procedures (together the "Regulations"). Further details of these can be found on our website.

Key provisions of the Regulations of which you should be aware include:

- Royal Holloway's expectations as regards student attendance, academic due diligence and academic progress, as set out in the <u>General Regulations</u> and <u>the Student Attendance and Engagement Policy</u>. Students are expected to attend such lectures, tutorials, examinations and other activities as form part of their course. Failure to meet these expectations may mean that you are not permitted to progress on your course.
- Royal Holloway's rules regarding academic misconduct, including plagiarism and the
  processes Royal Holloway utilises to detect plagiarism. Breach of these rules may result in
  a disciplinary process and the imposition of academic penalties and/or expulsion. Further
  guidance about academic misconduct can be found in our <u>Regulations on Academic</u>
  Misconduct.
- Royal Holloway's rules regarding payment of tuition fees and other charges, which can be found in the Student Fee Regulations.
  - If you do not pay money that you owe to us, Royal Holloway reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, Royal Holloway will consider all the circumstances of your case.
- Royal Holloway's expectations of student behaviour, as set out in the <u>Student Conduct</u>
   <u>Regulations</u>. Breach of these rules could result in a disciplinary process and the imposition
   of sanctions, including expulsion from Royal Holloway.

- Royal Holloway's <u>Support to Study</u> policy, which describes the steps that we may take if
  there are concerns about your health and wellbeing that raise questions about your
  fitness and suitability to continue to study.
- Royal Holloway's <u>Fitness to Practise Procedures</u>, which apply to students on professionally-regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from Royal Holloway.
- Royal Holloway's rules on the interruption of studies, as set out in the <u>Academic</u> <u>Regulations</u>.

You should also consider this in conjunction with the Student Fee Regulations (link above).

Royal Holloway reserves the right to add to, delete or make reasonable changes to the Regulations where, in its opinion, this will assist in its delivery of education. Changes are usually made for one or more of the following reasons:

- to review and update the Regulations to ensure they are fit for purpose;
- to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- to incorporate sector guidance or best practice;
- to incorporate feedback from students; and/or
- to aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where Royal Holloway reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. Royal Holloway will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated Regulations will be made available on Royal Holloway's website and may be publicised by other means so that students are made aware of any changes.

#### 2. Right to cancel

Once you have accepted an offer of a place to study at Royal Holloway, you have the right to cancel and withdraw without giving any reason within 14 days (the "statutory cancellation period") of your confirmation of acceptance of your place.

If you have paid a deposit or any part of your tuition fees or accommodation fees at the date of your cancellation, you will receive a full refund. Royal Holloway will make the reimbursement using the same means of payment as you used for the initial transaction, unless we and you have expressly agreed otherwise; in any event, we will not charge any fees in connection with the reimbursement other than as set out above in respect of the CAS.

If your course is due to begin within 14 days from the date you accept the offer of a place at Royal Holloway (e.g. if you are an undergraduate and have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to cancel the contract within the statutory cancellation period you may be liable to pay a proportion of tuition fees to cover the period from the commencement of Royal Holloway's service to you to the date of cancellation.

You can also cancel this contract after the statutory cancellation period has expired, for any reason. However, it is important to note that, if you cancel this contract after the statutory cancellation period has expired, you may be charged an administration fee of £50 or Royal Holloway may not refund payments received from you, depending on when you make the cancellation.

Should you decide to cancel your contract, you should inform Royal Holloway in writing of this decision and you can do so by emailing applicants@royalholloway.ac.uk stating your name, student number and the course you applied for or by using the model cancellation form at the end of this document.

3. Changes to courses and services and Events Outside of Our Control

Royal Holloway will make all reasonable efforts to deliver your course, related educational and other services and facilities as outlined in the programme specification library available <a href="here">here</a>, the other material information set out on its website and other documents issued to applicants and appropriately enrolled students. We strongly advise that you download a copy of your course specification which summarises the information about your course and retain a copy for your records.

Royal Holloway will make every effort to keep changes to your course, related educational and other services and facilities to a minimum. However, Royal Holloway will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable us to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:

- the content and syllabus of courses;
- the timetable, location and number of classes;
- the method of delivery of courses, services and facilities; and/or
- the examination and assessment process.

In making any changes, Royal Holloway will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If we change your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found in our <u>Student Protection Plan</u>.

Sometimes circumstances beyond the reasonable control of Royal Holloway which could not have been prevented even if we had taken reasonable care ("Events Outside of Our Control") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

Examples of Events Outside of Our Control include (but are not limited to):

- industrial action by Royal Holloway staff or third parties;
- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;

- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence; and/ or
- insufficient uptake of a course.

Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected by, for example:

- offering the opportunity where reasonably possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way, from a different location or online.

If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with Royal Holloway and we will follow our policy on refunds and compensation, as set out in the <u>Student Fee Regulations</u>. Alternatively, you may make a complaint under the <u>Student Complaints Procedure</u>.

Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, Royal Holloway will follow its Student Protection Plan and its policy on refunds and compensation as set out in the Student Fee Regulations (links above).

Where Events Outside of Our Control occur and Royal Holloway is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

#### Research degree students

If you hold an offer to study with a named supervisor and the named supervisor is no longer available to supervise you, a suitable alternative supervisor will normally be offered to you. If you do not wish to accept this change you are entitled to withdraw your application by informing Royal Holloway in writing, and we will refund any tuition fees and/or deposits paid by this date. Our policy for research degrees is that all students will have access to a main supervisor and at least one other academic.

#### 4. Concurrent Course Registration

Applicants currently completing a course either at Royal Holloway or at another institution need to be aware that the Regulations do not normally allow for students to be registered on two courses at the

same time. This means that if you have an outstanding assessment on your current course, for example re-sits, you will not be able to enrol on a new course at Royal Holloway until that assessment has been completed, and you have either been awarded or have decided not to continue with those studies. If you will only receive the results of your current studies after you have enrolled on the new course at Royal Holloway, and are required to re-sit or repeat any failed courses, you may have to interrupt your studies on the new course until the assessment has been completed on your previous course (and you have been awarded the qualification or have decided not to continue with those studies). If you are applying for a research degree course which is dependent on the outcome of a lower level degree but do not expect to get results from that degree until the new course has commenced, you may commence the new course but if you do not achieve the results required Royal Holloway may ask you to withdraw.

### 5. Disclosure of information

By accepting the offer of a place at Royal Holloway, you confirm that the information you have provided in support of your admission to and enrolment with Royal Holloway is accurate and complete to the best of your knowledge. Royal Holloway may amend or withdraw your offer of a place or terminate your registration and its contract with you if it determines that you have made any fraudulent, false or misleading application or statement to us, or if you have failed to disclose relevant information (including for some courses in respect of criminal or other convictions – see below) or have produced falsified documents or plagiarised information, whether in the course of your application or whilst studying at Royal Holloway. In such cases Royal Holloway may take action against you under its Admissions Policy, Student Conduct Regulations or other relevant policy or procedure. If such a decision is taken, you have the right to appeal against it in accordance with Royal Holloway's Student Complaints Procedure, which can be found here.

## 6. Disclosure of criminal convictions

You are required to notify Royal Holloway immediately if you have or receive any unspent criminal convictions for relevant offences at any point from acceptance of your offer until the completion of your course.

For applicants to courses that are professionally regulated, such as social work, spent as well as unspent convictions must be declared at the point of application.

Applicants to professionally regulated courses must also undergo an Enhanced Disclosure Barring Service check (organised by Royal Holloway) before they can be enrolled on these courses or in some cases undertake placements. Depending on the outcome of these checks, you may not be eligible to enrol on these courses.

# 7. Right to study in the UK

By accepting the offer of a place you are confirming that you are willing to provide us with independent documentary evidence of your right to study in the UK. This applies to all UK and international applicants. You are agreeing that:

- you will co-operate with any information requirements or procedures which Royal Holloway
  is required to undertake by the UK government or its agencies to maintain compliance with
  its responsibilities under immigration law and regulations;
- you are in a position to secure funding for your studies; and

• if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration and inform us of any change to your visa or registration status.

Royal Holloway reserves the right to cancel/withdraw your offer, withhold admission or terminate any contract with you if you are found to have omitted significant information, made false statements and/or provided fraudulent information in relation to your immigration status in the UK. If such a decision is taken, you have the right to appeal against it in accordance with the <a href="Student Complaints">Student Complaints</a> Procedure.

## 8. Fees and Payments

You need to ensure that tuition and other fees and charges payable to Royal Holloway, including deposits, are paid by the required date. Your offer letter will state the tuition fees that you will be required to pay for the academic year 2022/23 and any required deposit. Tuition fees are reviewed each year and Royal Holloway reserves the right to increase tuition fees annually for all students (for home students in line with UK Government policy), although such increase will be restricted to 5%.

Further information on your fees is provided in your course specification, the <u>Student Fee Regulations</u> and the <u>Tuition Fee Operational Guidelines</u>.

If you are a sponsored student or in receipt of a scholarship, you must provide Royal Holloway with an official letter of sponsorship from your sponsor or scholarship provider. The letter should provide details of the funding you will receive and any conditions attached to this funding.

Should your sponsor or scholarship provider fail to pay your tuition fees, you will be responsible for payment in accordance with Royal Holloway's Student Fee Regulations.

For some courses there are additional costs associated with the particular course. Information on these costs are provided in the course specification. Students can also contact the relevant academic department to ask for further information.

#### 9. Tuition Fee Status

Like all universities, Royal Holloway charges two different rates of tuition fees for each course. The two different rates are known as "home" and "overseas". The regulations that define who pays which fee rate are set out in legislation made by the UK government as outlined in the Student Fees (Qualifying Courses and Persons) (England) Regulations 2007.

Your offer letter will state whether you have been assessed to pay home or overseas tuition fees. This assessment has been made in the Admissions Office using information that you provided in your application. If insufficient information was provided, you will have been asked to complete a fee status questionnaire, before an assessment could be made. If you believe your fee status has been assessed incorrectly, you should request a review from the Admissions Office by emailing applicants@royalholloway.ac.uk. Reviews will normally only be undertaken if additional relevant information is provided. All reviews must take place before enrolment. By enrolling at Royal Holloway, you are accepting that your fee status assessment is correct and once you start your course at Royal Holloway, your fee status is very unlikely to change.

#### 10. Accommodation

You can normally only apply for Royal Holloway student accommodation once you have firmly accepted your offer of a place on a course. Once you have applied for Royal Holloway student

accommodation you will be issued with a separate contract for your accommodation which will specify the terms and conditions relating to student accommodation.

## 11. Disabilities and Specific Learning Difficulties

If you have a disability or specific learning difficulty, Royal Holloway provides a comprehensive programme of support. If you have not yet disclosed that disability or difficulty, you are advised to contact the Disability & Dyslexia Services Team at the earliest opportunity to assist us in putting in place the appropriate support in good time. Late disclosure of disabilities, or disclosure after your course has commenced, can make it difficult for us to provide you with the right assistance from the outset of your studies, and we encourage you to make contact as soon as possible so that we can discuss your particular needs by emailing the team at disability-dyslexia@royalholloway.ac.uk

#### 12. Communication

On your first enrolment, you will be allocated a Royal Holloway email account. All email communications from us will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your Royal Holloway email account regularly. Any communication sent to you to at your Royal Holloway email account will be regarded as properly sent and received by you.

#### 13. Data Protection

Royal Holloway uses your personal data as set out in the Royal Holloway Data Protection Policy and Data Protection information on our website <a href="here">here</a>.

## 14. Intellectual Property

Royal Holloway has an Intellectual Property (IP) Policy dealing with intellectual property created whilst you are a student at Royal Holloway. By accepting a place at Royal Holloway, you are formally accepting Royal Holloway's rights of ownership and rights to use and copy, as set out in its IP Policy found here.

## 15. Feedback and Complaints

We encourage applicants to provide us with feedback on their experience of applying to Royal Holloway. Applicants who are dissatisfied with their experience are encouraged to resolve any concerns informally in the first instance. Details of the process to follow are provided in the Royal Holloway Admissions Policy (link above). If matters cannot be resolved informally, you may wish to submit a formal complaint and further information on the process to follow can be found in the Admissions Policy.

Once you become a student at Royal Holloway, we hope that you will not need to use the Student Complaints Procedure. However, it is important to familiarise yourself with the process should you ever need to raise a concern. You can find the Student Complaints Procedure <a href="here">here</a>.

#### 16. General matters

The contract between you and Royal Holloway is governed by English Law and subject to the jurisdiction of the English courts.

Only you and Royal Holloway can enforce the contract between you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

If any provision of the contract between you and Royal Holloway is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

# MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to [ADDRESS] or send by email to [EMAIL ADDRESS].

I hereby given notice that I wish to cancel my contract with Royal Holloway, University of London to study the below course commencing in [ (month)] [ (year)].

| Name of student:              |
|-------------------------------|
| Student number:               |
| Course title:                 |
| Date you accepted your offer: |
| Address of student:           |
| Signature of student:         |
| Date:                         |