

**Glyndwr University Terms and Conditions of Offer  
for Full-Time Undergraduate Home applicants for 22/23 entry**

**PLEASE READ THIS AGREEMENT CAREFULLY.  
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH THE UNIVERSITY**

**IMPORTANT INFORMATION ABOUT YOUR OFFER**

1. When you accept an offer of a place at Glyndwr University (referred to below as “**the University**”, “**we**”, “**us**” and/or “**our**”), you are entering into an agreement with us under which the University is agreeing to provide you with a place on a programme of study at the University, subject to meeting any terms and conditions of the offer. You are also agreeing to comply with our [Student Charter](#), [Statutes](#), [Ordinances](#), [Policies and Procedures](#) and [Regulations](#).
2. The regulations and policies cover, amongst other things: admissions, payment of fees, attendance at classes; submission of work; attendance at examinations; student discipline; Student visas, complaints procedures; freedom of speech; English Language Requirements; and equal opportunities policies. Please read them before you accept your offer of a place to ensure that you understand the commitment you are making. Please also be aware that our Student Charter, Policies, Rules and Regulations may change from time to time but such changes will not materially change the nature of the services the University provides to you.

**OFFER**

3. Your place is only guaranteed, if the exact terms of an offer (including but not exclusive to compensating grades), have been met, unless advised otherwise in official correspondence from the University.
4. If your offer of a place is a conditional offer and the conditions are based on further requirements outlined in the [Programme Specification](#) e.g. social work, nursing, physiotherapy, occupational therapy, it is important that you read the programme specification of what the conditions are and how they can be met and completed prior to enrolment.
5. Upon receiving your results if you have accepted your place as either firm or insurance choice, but you have not met the exact conditions of your offer, the University reserves the rights to make you an offer on an alternative programme. In the event that you are offered a place on an alternative programme, you are not obliged to accept it and should you choose not to do so, you will proceed to your insurance choice or into UCAS clearing as appropriate.
6. The University will provide clear deadlines for supplying information/meeting the conditions of your offer. If they differ from the UCAS deadlines, the University reserves the right to decline your place should you fail to adhere to these deadlines.
7. Requests to change a programme/course of study during the application stage or on arrival at the University are not guaranteed and are subject to availability and meeting the terms of entry for that specific programme.

**CHANGES TO YOUR OFFER AND/OR PROGRAMME OF STUDY**

8. Your offer of a place to study at the University is based on the following:
  - the terms stated within your offer letter;
  - the latest key information set out in the applicable [Programme Specification](#) which can be found on the relevant page of the programmes section of our website (as at the date of acceptance of your offer). This includes the core modules for the programme and may include an indication of likely optional modules; and
  - the current versions of the University’s [Student Guide](#).
9. However, changes to programme information (including to programme learning outcomes, programme content, method of assessment, mode and/or location of delivery and/or timetable), services, facilities and/or the University’s Articles, Statutes, Regulations and Student Guide may be necessary. Reasons for changes include, but are not limited to, the following reasons:

- to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
  - to respond to sector good practice or quality enhancement processes;
  - to keep programmes contemporary by updating practices or areas of study;
  - because of circumstances outside the reasonable control of the University, such as a key member of staff leaving the University or being unable to teach (where the programme or module is reliant on that person's expertise);
  - enhancement to the University's Estate and Facilities and planned relocation of Faculties or Departments;
  - other circumstances outside the reasonable control of the University including industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a programme unsafe to deliver.
10. The University will seek to deliver each programme or course in accordance with the description set out in your [Programme Specification](#). However, there may be situations (as listed above and where a programme is Subject to Validation, Subject to Re-Validation or Subject to Accreditation) in which it is desirable or necessary for the University to make changes in course provision, either before or after enrolment.
  11. The University reserves the right to a) make reasonable changes to the timetable, locations or academic staff specified for a course and b) make reasonable changes to the content, assessment and syllabus of a course when necessary. We reserve the right to make changes to the offer we make to you at any time before you accept it. We similarly reserve the right to make variations to the entry requirements, contents or methods of delivery or assessment of courses, to discontinue courses and to merge or combine courses, if we consider such action to be reasonably necessary. In the event of any such changes being made, we will inform you as soon as possible.
  12. Where a course is 'subject to validation', this will be clearly stated on your offer letter. Offer letters for courses that are subject to validation **DO NOT** specifically indicate that this course has now been validated, and you should not assume that receipt of this offer letter indicates the course is guaranteed to run. Whilst the University makes every effort to ensure courses subject to validation will run in your year of entry, we reserve the right to cancel a course that is not successfully validated. In these circumstances, we will inform you as soon as possible and offer you a place on an alternative course where possible to commence in your chosen year of entry.
  13. If changes to your programme are made after you have accepted your offer, the University will take reasonable steps to notify you of those changes as soon as possible and give you an opportunity to ask any questions in relation to any changes made. The University will also attempt to minimise any disruption to you and will work with you to ensure that you understand the impact of the changes.
  14. If your programme is withdrawn or if fundamental changes to your programme are made after you have accepted your offer, the University will take reasonable steps to give you early notification of the programme withdrawal / those changes and minimise their impact by offering a suitable alternative programme (if available and subject to you satisfying the entry requirements for the programme) or helping you find an alternative programme or university. You will also be entitled to withdraw from your programme and apply for a refund or partial refund of any tuition fees you have paid.

## FEE STATUS

15. The University will make an assessment of your fee status based on the information you provided in or with your application in relation to the Higher Education (Qualifying Courses, Qualifying Persons and Supplementary Provision) (Wales) Regulations 2015.
16. If your fee status is unclear from the information you provided with your application, we will ask you to provide further information so that your fee status can be confirmed. In the meantime, your offer will quote both the lower 'Home' rate and the higher "International" fee rate until your status is confirmed.
17. Details of how you intend to pay your tuition fees must be provided at enrolment (registration). If you are going to be sponsored to study with us, you must provide a letter on enrolment/re-enrolment for each year of your course confirming that your sponsor will pay the fee for that particular academic year, within 30 days. The letter must include an address, to which we can send our invoice, with a contact name, purchase order number (if applicable) and the amount of the sponsorship. If you are a fully funded full-time student (i.e., the Student Loan Company will pay your fees to us) you must provide the Student Loan Company's student support notification which confirms your funding.

## FEES AND PAYMENT

18. The University reviews tuition fee levels annually and reserves the right to increase/decrease fees for academic years subsequent to your first year of entry to the University. Any increases would normally reflect inflationary changes in the University costs for delivering courses and programmes of study.

## **NOTICE ON ANNUAL TUITION FEE INCREASES for 2022/2023**

Please note that tuition fees may increase annually for all students (Home undergraduate fees, whose rates are regulated by the UK and Welsh Government, will be amended in line with any alteration advised by the Welsh Government. There are [FAQs on the Welsh Government website](#) providing further information on the changes to the tuition fees). The fee rates listed are for the most recently published year of entry only. For subsequent years, for continuing students studying in Wales, fees may increase year on year by inflation in each academic year of study except where regulated. The fees for **2022/23** have currently been set at £9000. Any amendment to these fees will be communicated to you by the University in writing.

19. Information about the amounts by which tuition fees will increase will be made available to prospective students by email before they enter into an enrolment contract with the University and will be available earlier on the [Fees and Funding](#) page on the University website.
20. It is your responsibility to make sure your fees and all expenses relating to your programme are paid in full and on time including any inflationary/government increases. The University requirements on the payment of fees, including the University's [Student Tuition Fee Regulations](#), can be found on the [Fees and Funding](#) page on the University website.
21. Please note that the fee quoted in your offer by the University of a place on a programme **does not** include any charges for residential accommodation, repeat periods of study, extensions to the designated period of study, resubmission fees, travelling expenses or any other miscellaneous expenses which may be related to your programme of study (such as the cost of fieldtrips, books and equipment etc.), **unless these relate to activities that are outlined in your programme specifications as included in your fee.**
22. Where fees are due it is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
23. The University will invoice you for the full amount or remaining part of your fees for each year of your programme (including repeat years), unless (for each year of your programme) you have either:
  - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or in part; or
  - you have applied for and obtained a discount or remission of fees.
24. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above, it submitted to the University's Admissions and Enquiries Team by the required date.
25. If you enrol on the basis that you are ,or will be applying for a tuition fee waiver (full or part time), bursary or other University funding source, you will be obliged to pay the full amount due, if the application is not approved.
26. If you are paying your tuition fees yourself, you must either pay the full amount at the beginning of the academic year or apply to pay in instalments in accordance with the [Student Tuition Fee Regulations 2022-23](#). If you are a sponsored student it is still your sole responsibility to ensure that all fees are paid in full and that your sponsor pays on time any debt outstanding to the University in relation to fees which belong to you.

## **DEFERRING YOUR START DATE**

27. Requests to defer entry to the following year/entry point will be considered on a case-by-case basis. Please note that some programmes do not allow deferred entry. Requests for deferral should be made in writing (including your student ID) to [admissions@glyndwr.ac.uk](mailto:admissions@glyndwr.ac.uk).
28. The tuition fees stated on your offer letter are based on the start date in 2022 shown in the offer letter and will apply for that year of study. However, if you subsequently request to defer your entry to the following year, your tuition fees may be more than is stated in your offer letter and you should contact the Admissions and Enquiries Team for more information.
29. If you apply for a place for the following year from the outset, the fees for the following year may not be available and your offer will quote the current year's fees as a guide. The fees are likely to increase for the following year and you will be notified of the correct tuition fee payable as they become available.
30. As a consequence of deferring your entry to the following year, you accept that the University may be required to vary the services, facilities, description, content, mode/and/or location of delivery and/or timetable of your programme. Should this be the case, the University will notify you of any material variations as soon as reasonably practical and you will have the opportunity to cancel your acceptance (and contract with the University) if you are unhappy with the changes to the programme.

## YOUR RIGHT TO CANCEL

31. Once the University has made you an offer of a place on a programme, setting out any terms and conditions associated with the offer, and you or your appointed representative have accepted it, you have entered into a legally binding agreement with us. If you want to withdraw from this Agreement and cancel your acceptance of an offer, you must notify us within 14 days of the date you accepted the offer ("**Cooling-Off Period**"):
- For applicants applying to the University through UCAS, this means 14 days from the date that you/your appointed representative accepted the offer as your firm or insurance choice in UCAS Track.
  - For applicants applying directly to the University, this means 14 days from the date when you/your appointed representative accepted your offer with the University via the online portal or emailing your acceptance in writing to the University's Admissions Team at [admissions@glyndwr.ac.uk](mailto:admissions@glyndwr.ac.uk).

## HOW TO CANCEL YOUR CONTRACT

### *For applicants who have applied through UCAS*

32. You can decline the offer of a place on a programme by the University in UCAS Track. To cancel your Glyndwr University choice or your whole UCAS application please refer to the [guidance](#) on the UCAS website.
33. If you wish to withdraw or be released into Clearing, and you are holding an unconditional firm place, you must inform the University. You can tell us by emailing the Admissions Team at [admissions@glyndwr.ac.uk](mailto:admissions@glyndwr.ac.uk).

### *For applicants who have applied directly to the University*

34. To exercise the right to cancel, you must inform the University of your decision to cancel this contract in writing and providing the details of the course you are withdrawing from and your student ID. This can be done either by a letter sent by post (where the date of posting can be verified) to Admissions, Glyndwr University, Plas Coch Campus, Mold Road, Wrexham, LL11 2AW or by email to [admissions@glyndwr.ac.uk](mailto:admissions@glyndwr.ac.uk).
35. **To meet the cancellation deadline, it is sufficient for you to send your communication to the University before the Cooling-Off Period has ended.**

## EFFECTS OF CANCELLATION

36. If you cancel this contract as set out above, the University will reimburse you for all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
37. The University will make the reimbursement using the same means to payment as you used for the initial transaction.
38. If the payment is made by a sponsor or employer, the University will pay the refund to the relevant party.

## CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

39. If you cancel the contract after the statutory Cooling-Off Period has ended, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a part of your tuition fees, as set out in the University's [Student Tuition Fee Regulations](#).
40. You will become liable for a percentage of the tuition fee as soon as you enrol. Liability applies from the start of the academic year, even if you enrol later than the start of term.
41. Tuition fees will remain due up until the date that Student Administration receives a correctly completed university withdrawal/suspension form that has been signed by the Faculty in which you are studying. Retrospective suspensions will not normally be authorised and you should refer to the University Student Attendance and Withdrawal Policy. For further information please refer to the [Student Tuition Fee Regulations](#).

## COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

42. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you 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 cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a part of fees to cover the period from the beginning of the University's service to you at the date of cancellation, as set out in the University's Tuition Fee Regulations. If you have enrolled and you have taken out a loan with the Student Loan Company, you will also need to notify them of your withdrawal.

## TRANSFERRING COURSE OR PROGRAMME

43. Subject to academic approval and availability you may be able to transfer your enrolment to a different course, or a later iteration of the same course, subject to any administration fees. Course fees already paid can be transferred to the new course, and any outstanding balance must be paid in full before the place can be confirmed. You may also be charged a £55.00 transfer fee. For further information please see the [Student Tuition Fee Regulations](#).

## NON-PAYMENT OF FEES

44. If you do not pay your tuition fees in full or on time, the University may impose penalties which are set out in the [Student Guide](#). As a result, you may not be allowed to progress on your programme or you may be withdrawn from the University. If you have completed your programme, you may not be allowed to graduate and/or your degree certificate / academic statement may not be provided to you until your outstanding fees have been paid. The University may also take legal action against you to recover any unpaid fees.

## DECLARATION OF CRIMINAL CONVICTIONS

45. If your offer of a place is conditional on you obtaining a satisfactory Disclosure & Barring Service (DBS) check, the University will decide if any convictions or information revealed are incompatible with a place on the programme. If they are, or you fail to provide required DBS information by the stipulated date, you will be notified and your offer of a place will be withdrawn and your contract terminated. Your programme specification will outline where a DBS is a requirement. Should a DBS show information that may be incompatible with the programme, i.e. those where placements are required, this may trigger that a suitability panel is required to ascertain if one of the University partners will accept and host a placement taking into account the conviction or information and your responses to any questions raised at the panel regarding the conviction/information.
46. If your programme requires a satisfactory Disclosure & Barring Service (DBS) check, you will need to obtain and provide this information prior to your enrolment and re-enrolment each academic session. The University and/or a suitability panel will decide if any convictions or information revealed are incompatible with your programme. If they are, or you fail to provide required DBS information by the stipulated date, the University may require you to suspend studies or you may be withdrawn from the University.
47. All students are also required to promptly notify the University of the details of any criminal arrests, charges, cautions and/or convictions they are subject to (whether connected to the University or not), and of any bail conditions imposed upon them between the date they accept an offer for admission to one of the University's programmes until their graduation / withdrawal from the University. If you are arrested and/or receive any criminal charges, cautions and/or convictions, or are subject to any bail conditions, prior to enrolment you will need to provide such information promptly to the Admissions Manager or post enrolment, to the Director of Strategic Planning and Student Administration Services. A failure to do so may be deemed to breach the University's [Disciplinary Procedures for Students](#) and penalties may be imposed against you in accordance with these Procedures.

## PROFESSIONAL PROGRAMMES

48. If you are applying for a professional programme, depending on the programme, you will be asked to provide, by stipulated dates, information about your health, undergo a health check and/or provide evidence of immunisation. Such programmes include, but are not limited to, Nursing, Occupational Therapy, Physiotherapy and Social Work. Your offer of a place is conditional on such requirements being met. You may also be required to sign a Code of Professional Conduct before you enrol to draw to your attention fitness to practise related requirements specific to your programme. The University will decide if any information revealed is incompatible with a place on the programme. If they are, or you fail to provide such information / undergo such health check by the stipulated date, you will be notified and your offer of a place will be withdrawn and your contract terminated. Please see detailed programme information for information on which programmes this relates to.
49. If you are enrolled on a professional programme which has "Suitability for Practice" requirements, you may be asked to provide information about your health, undergo a health check and/or provide evidence of immunisation prior to your enrolment or re-enrolment each academic session. The University will decide if any information revealed is incompatible with a place on the programme. If they are, or you fail to provide such information / undergo such health check by the stipulated date, the University may require you to suspend studies or you may

be withdrawn from the University in accordance with the University's [Suitability for Practice Policy and Procedure](#).

## DISABILITIES

50. If you have a disability the University will seek to support you whenever reasonable to do so. If you have not yet disclosed a disability, we encourage you to do so at the earliest opportunity so that we may assess and seek to support your needs. As individual students' needs (even those with the same condition) can vary, we encourage you to contact the Inclusion Team at [inclusion@glyndwr.ac.uk](mailto:inclusion@glyndwr.ac.uk) before you accept any offer of a place to find out what type of support may be available to you and what information we may need to arrange. If you choose not to tell us about your disability, provide this information with short notice before your programme or examination/assessment start dates or do not provide full information about it before or during your programme of study, we will do our best to help you, but we may not be able to provide the full range of support which might otherwise be available to you, or there may be a delay in providing that support.

## COLLABORATING ORGANISATIONS

51. Some programmes involve study and/or work at a Collaborating Organisation external to the University. Examples include programmes involving: a year of study at an institution abroad; placements within industries/companies; and placements within professional organisations such as the NHS, Local Authority, private care homes etc.
52. If you are undertaking study and/or work at a Collaborating Organisation as part of your programme, you may be asked to provide information or meet certain requirements by stipulated dates prior to the commencement of and/or during the study/work such as, but not limited to, information/requirements relating to insurance, immunisations and visas. The University and/or a suitability panel will decide if any information revealed is incompatible with you undertaking the work/study. If it is, or if you fail to provide the requested information or to comply with such requirements by the stipulated date, the University may suspend your studies, transfer you to an alternative programme, require you to withdraw from the University and/or terminate your Contract with the University
53. If you are undertaking study and/or work at a Collaborating Organisation as part of your programme, you will be subject to certain additional policies, regulations and contractual terms of that Collaborating Organisation, including health and safety rules, disciplinary regulations and suitability panels. Breach of these additional policies, regulations or contractual terms may result in the Collaborating Organisation excluding you from its place of study/work. The Collaborating Organisation may also exclude you from its place of study/work where it considers this is necessary having regard to your conduct or professional suitability or where the safety of others is compromised. Where you are excluded from a Collaborating Organisation's place of work/study and completion of such work/study is a requirement of your programme, the University reserves the right to suspend your studies, transfer you to an alternative programme, require you to withdraw from the University and/or terminate your Contract with the University. Any breach by you of the additional policies, regulations or contractual terms of the Collaborating Organisation may also be treated as a breach of the University's Regulations and may result in the University requiring you to withdraw from the University, the withholding of services and/or the termination of your Contract with the University.

## PRE-ENROLMENT

54. Should enrolment be delayed for missed or inaccurate information submitted to the University in the application process or the results of any DBS triggers a suitability panel to be held with one of the University collaborating organisation, the University will not accept any liability for any missed programme content or any assessments that may be missed.
55. The University reserves the right to withdraw the offer of a place if you fail to meet one or more of the conditions specified in your offer.
56. If you have not fulfilled the conditions of your offer before August 31st prior to the start of the academic year, we reserve the right to withdraw the offer.
57. Should your conditions of your offer not be fulfilled due to a decision of a suitability panel or an appeal to a subsequent decision of the suitability panel, the University will hold the conditional offer in abeyance until the outcome of the suitability panel process.

## ENROLMENT AND RE-ENROLMENT

58. You are required to enrol and re-enrol at the start of each academic session by stipulated deadlines. If you fail to do so, you may not be allowed to start/progress on your programme or you may be withdrawn from the University.

If you enrol or re-enrol late, you will be expected to contact your Faculty to obtain any missed programme content and the University will not accept any liability for any programme content or assessments you miss.

59. If you do not enrol by University enrolment deadlines you may be withdrawn for non-enrolment. If you are withdrawn you will be notified by email that your record has been closed and that you are no longer eligible to continue your studies, access University facilities or stay in University owned accommodation in line with the Terms and Conditions of your accommodation agreement.
60. If you are in receipt of a student loan from the UK government, the University will inform the Student Loans Company of your withdrawal.
61. Students who are subject to immigration control may not be able to continue on their course of study if they no longer have the right to remain/study in the UK. The University has no obligation to provide a student with a CAS in support of a Student visa.
62. If you receive notification of your withdrawal, you may be reinstated within a reasonable period following written approval from the programme leader.
63. The offer you receive from us, either directly or via UCAS will be subject to you satisfying the academic requirements for admission stated in your offer letter and any other requirements prescribed by the University (whether these be set out in our prospectus, offer letter to you or otherwise).
64. If you have not fulfilled the conditions of your offer before August 31st prior to the start of the academic year, we reserve the right to withdraw the offer.
65. Should the conditions of your offer not be fulfilled due to a decision of a suitability panel or an appeal to a subsequent decision of the suitability panel, the University will hold the conditional offer in abeyance until the outcome of the suitability panel process.
66. This offer and any subsequent registration are made on the basis that the information supplied in your application is true and complete, and that you hold the qualifications that you claim to hold. Further, that you have satisfied any further conditions outlined in your offer letter and any stipulated within the programme specification.

## **OUR RIGHT TO WITHDRAW YOUR OFFER**

67. The University reserves the right to withdraw an offer of a place in the following circumstances:
  - You do not meet one or more of the academic conditions of your offer;
  - You do not meet one or more of the non-academic conditions required for entry to your specific programme(s). For some programmes applicants are required to undertake a DBS and/or Occupational Health checks. All such non-academic requirements are set out on the individual programme webpages;
  - Due to relevant spend and/or unspent criminal convictions, you are assessed as not being suitable at the present time to be admitted as a member of the University community, or are subject to restrictions which would prevent you participating in or completing your chosen programme of study, or would restrict you from engaging in University life. You are therefore required to disclose such spend and/or unspent relevant convictions to use on accepting our offer, so that these can be considered. Please see [Consideration of Criminal Convictions Policy and Procedure](#) for further details;
  - After applying to us, you fail to comply with the University's Student Charter, Statutes, Ordinances, Policies and Regulations and/or you behave in a way that, in the reasonable view of the University, might bring the University into disrepute, or is incompatible with the behaviours expected of our University community, particularly those referred to in our Anti-Bullying and Anti-Harassment Policy. By way of an example, this might include behaviour: while visiting the University or attending a University event; in correspondence with us; toward current or prospective students; and/or on social media.
  - You fail to provide information requested of you, or provide incorrect or fraudulent information;
  - Where all available places on a programme have been filled (if a deposit has been received, this amount will be refunded in full);
  - You refuse ATAS clearance;
  - You are not eligible to obtain a visa to study in the UK or such visa is cancelled or withdrawn or permission for leave to remain in the UK is found to be invalid;

- You fail to register by the latest registration date (typically within 2 weeks of the start of an undergraduate or post graduate taught programme, or within 1 month of a postgraduate research programme).
68. In addition to the above, where there are good reasons to do so, the University may withdraw/cancel your course and will make every reasonable effort to give you as much notice of withdrawal/cancellation as possible.
69. If the university has to withdraw a course, or if there are major changes to the course provision (e.g. length of course, change of location, or substantial changes to its content), we will give you as much help as possible to find an alternative. **The University cannot provide any guarantee of an alternative offer, or a place, but we will do our best to support you as much as possible.** You are under no obligation to accept the alternative course and you may want to be considered at another university. If the course is withdrawn after you have accepted offer and you do not wish to accept the alternative course offered to you by the University, we will discuss the options with you and provide you with any advice and support you may need.
70. The University liability when it cancels a course will be limited to a refund of any fees or charges paid for the cancelled course and to a refund of received University accommodation fees (where applicable). For partial cancellation of a course, such refunds will be made on a proportionate basis.

## ACCOMMODATION

71. If you apply for a place in University accommodation, that contract will be separate to your contract with us as a student. There may be some areas of crossover, in that you must be a current student of the University to live in student accommodation, and that behaviour in accommodation may be serious enough to be considered under the University's Student Disciplinary Policy and Procedure.
72. You should also note that if you have any relevant unspent criminal convictions, you may be assessed as not being suitable for the present time to live in University accommodation. As noted above, you are required to disclose spent and/or unspent relevant convictions to us in order to accept our offer, so that appropriate consideration can be given to those convictions. Consideration will also be given to unspent convictions in the event that you apply for University owned or managed accommodation, in order for appropriate consideration to be given about your application for that accommodation. Please see the [Consideration of Criminal Conviction Policy and Procedure](#) for further details.

## DATA PROTECTION

73. In order to carry out its functions and obligations under applicable data protection legislation in respect of your application and study it is necessary for the University to collect, store, analyse and sometimes disclose your personal data. Full details on how we deal with your personal data in our capacity as Data Controller and the legal basis for processing can be found in our [Student Privacy Notice and Table](#).
74. The information provided in your application will be used by the University for the administration of your application, academic record, support and your health and safety. It will also be used for statistical and research purposes in the compilation of statutory returns.
75. If you have a disability, information you have provided in connection with that disability will be processed by the Inclusion Team at [inclusion@glyndwr.ac.uk](mailto:inclusion@glyndwr.ac.uk) for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments if you receive an offer of a place to study at the University. Information about your disability will be given to other relevant staff who would reasonably need to have such information for the purposes of implementing any or all of the adjustments identified, if you accept the offer. You have the right to request that information about your disability is not disclosed to such staff and while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.
76. The University may be required to share your personal data with placement providers or industrial placements where this is necessary to consider your application and for the delivery of your programme of study.
77. The University may also, in fulfilling its legal obligations, supply this information to outside organisations including the police, examining and awarding bodies, United Kingdom Visas and Immigration, local authorities or the Department for Work and Pensions and its agencies. This happens as necessary and in consideration of your rights and freedoms.
78. Where a formal contract exists between you and a sponsor, information (usually attendance and progress records) may be shared in accordance with the terms of such a contract.

79. In some circumstances, for example, in relation to any pastoral and welfare needs, voter registration or sharing information with parents, specific consent will be sought from you for processing. Individuals have rights in relation to the personal data held by Data Controllers under applicable Data Protection legislation and details of this can be found at the [Information Governance](#) section of the University's website.
80. Please refer to the University's [Data Protection Policy](#) for further details.

## ACCURACY OF INFORMATION

81. By accepting an offer, you warrant and represent to the University that (and the University relies on these) the information provided on your application form and in connection with your application is true, complete and accurate, and that no information requested or other material information has been omitted. The University reserves the right to establish the authenticity of information provided on and/or in connection with your application and it reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if it determines that false, incorrect, incomplete and/or misleading information has been provided in support of your application by you, by your referee or by any other person acting on your behalf. The offer and subsequent registration at the University will be deemed **null and void** if you are found at any time to have misrepresented any aspect of your circumstances whilst applying to us.
82. The University will seek verification of your qualifications. Where this has not been received prior to enrolment with the University, you will be asked by the Admissions and Enquiries Team to supply your original degree certificate/official confirmation of the award of your degree before you are permitted to enrol with the University. The University reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if you fail to provide this documentation (where requested) by the stipulated date.

## VISA REQUIREMENTS FOR INTERNATIONAL STUDENTS

83. If you are an overseas student, you may need a student visa to take up your place at the University. Further information can be found on the [International Students](#) page on the University's website.
84. If you require an Academic Technology Approval Scheme (ATAS) certificate, you will need to ensure you have obtained this before making your visa application. Failure to have your ATAS certificate (if applicable) at the time of your visa application can lead to a visa refusal.

## ENGLISH LANGUAGE REQUIREMENTS

85. All students whose native language is not English must demonstrate that they have achieved a certain level of English before starting their programme. If your conditions of offer include an English language requirement this can be demonstrated in two ways:
- via an [approved English Language test](#) or alternative qualification.
  - Successfully complete Glyndŵr University English for IELTS Preparation Programme at the required level before starting your academic programme. More details can be found at the [Short Courses](#) page of the University's website (when published).
  - Although students may meet the University's minimum English Language requirement, the University reserves the right to request students to be tested on arrival to assess whether additional language support is required.

## INTELLECTUAL PROPERTY

86. Generally, you will own intellectual property in work created by you during your studies with the University, however, there are some circumstances whereby you will be required to transfer ownership in intellectual property to the University. Such circumstances are specified within the University's [Intellectual Property Policy](#) and include, for example: where you are both a student and employee of the University by virtue of a research related role as an employee; you are involved in a programme of student in respect of which the University has identified that intellectual property may be created; it is a condition of your enrolment and/or involvement on a course or project; you have created intellectual property outside of your programme of study using University resources; a third party has contributed to your studies such as a sponsorship the ownership of intellectual property is governed by a contract between the University and that third party; or you with material input by the University's academic staff or as part of a collective project, develop an invention, device, discovery, material, product, process, computer software or any other potentially valuable result or innovation. For more information, see the [Intellectual Property Policy](#) and [IPR guide](#).

## IT ACCEPTABLE USE POLICY AND GUIDELINES

87. Please take time to read the [IT Acceptable Use Policy and Guidelines](#) to ensure you are aware of safe, lawful and equitable use of IT services at Glyndwr University.

## **CONDUCT AND ATTENDANCE**

88. You must be aware of and abide by the University's Regulations relating to conduct and behaviour, academic integrity and attendance. The University can impose penalties if you do not follow these requirements, and in serious cases the University can suspend or withdraw you from the University. The University can also suspend or withdraw you from the University if it reasonably believes that your continuation on your programme presents a significant risk of harm to you or to others. More information can be found within the following [Regulations, Policies and Procedures](#) and include:

- Student Charter
- Disciplinary Procedure for Students
- Academic Integrity Guide for Students
- Suitability for Practice Procedure
- Fitness to Study Policy and Procedure
- Sexual Misconduct and Violence Policy
- Anti-Bullying and Anti-Harassment Policy

## **WHEN WE MAY TERMINATE THE CONTRACT AND WITHDRAW YOU FROM YOUR COURSE/PROGRAMME**

89. The University reserves the right to withdraw you from the University and terminate its contract with you, without liability, at any time (in accordance with any relevant policies/procedures) by written notice if you are in serious breach of these terms and conditions, the University's Regulations and/or any conditions stated in your offer letter, including (but not limited to) the following circumstances:

- If it determines that false, incorrect, incomplete and/or misleading information has been provided in support of and/or in connection with your application by you, your referee or by any other person acting on your behalf, including information relating to any unspent criminal convictions
- If you fail to meet or, as a result of your circumstances changing, you no longer meet, any special requirements and/or conditions (as set out in your offer letter) for your programme (including any decision from a suitability panel)
- If your programme involves study and/or work at a Collaborating Organisation and you fail to meet or, as a result of your circumstances changing, you no longer meet, any relevant requirements and/or conditions; or if you breach any additional policies, regulations or contractual terms of that Collaborating Organisation including any decision of a suitability panel
- Your academic progress is not satisfactory and you are required to withdraw from the programme or the University by a decision of the University Examining, Progression or Awards Board
- You are withdrawn from the University for breach of the Disciplinary, Academic Misconduct, Fitness to Practise, Fitness to Study and/or Attendance Monitoring regulations and procedures in accordance with the relevant regulations (see links to these Regulations and Procedures above).
- You do not pay your tuition fees in accordance with the University's Sanctions for the Non-Payment of Fees Regulations (see link to these Regulations above).
- You are expelled or refused admission or membership by any organisation which you are required to attend or be a member of as part of your programme.
- You fail to enrol or re-enrol on your programme by stipulated dates;
- You receive a custodial sentence of a duration of more than 12 months or longer than the remainder of your candidature period. You would be notified in writing of such withdrawal decision and would be advised of your right to request a review of this decision.
- A decision requiring you to leave the University will be taken in accordance with any relevant procedure and subject to any right of appeal or review. If the University has good reason for withdrawing you and does so in accordance with these terms and conditions and any relevant procedure, the University will not compensate you for any loss or damage you may suffer as a result;

- You are not eligible to obtain a visa to study in the UK or such visa is cancelled or withdrawn or permission for leave to remain in the UK is found to be invalid;

90. On withdrawal, you are required to return to your faculty office all property owned by the University. You must also pay any outstanding fees. Any action taken by the University to withdraw you will not restrict its ability to take any further action against you that it has the right to take.

## REVOCAION OF AWARDS

91. The University reserves the right to investigate and determine allegations of academic misconduct after an award has been bestowed upon a student in accordance with the [Academic Misconduct Procedure](#). If you are found to have committed academic misconduct after you have received an award this could result in your award being revoked by the University. See Regulations above.

## COMPLAINTS

92. The University is committed to providing a high-quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things may go wrong, and, if the matter cannot be resolved informally the [Student Complaints Procedure](#) sets out a procedure for enrolled students to raise any complaints with the University and for such complaints to be dealt with fairly, consistently and as quickly as possible.

93. Students who are dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA) an independent body which reviews student complaints: [www.oiahe.org.uk](http://www.oiahe.org.uk)

94. The procedures for prospective students and applicants who are dissatisfied with the outcome or treatment of an application are set out in the University's [Admissions Complaints Procedure](#).

## COMMUNICATIONS TO AND FROM THE UNIVERSITY

95. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University email account regularly and, in any event, at least once a week.

96. The University is committed to making a positive contribution to the development of the Welsh language and encourages Welsh speakers to take advantage of the services they have a right to receive. If you would prefer to correspond with us in Welsh, please let us know. Further details of our responsibilities under the Welsh Language Standards can be found on the [Welsh Language](#) section of the University's website.

## LIABILITY

97. If the University fails to comply with these terms the University is responsible to you for any direct loss or damage you suffer that is a reasonably foreseeable result of the University breaking this contract or the University failing to use reasonable care and skills. But the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the University and you knew it might happen, for example, if you discussed it with the University before entering into the contract. The University will not, however, be responsible for any loss or damage you suffer which is attributable to your own fault and/or the fault of a third party.

98. The University is not responsible for business losses. The University only supplies these services for domestic and private use. If you use these services for any commercial, business or re-sale purpose the University will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

99. The University does not in any way exclude or limit its liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015;
- any other liability that cannot be limited or excluded by operation of law

100. The University is not responsible for delays outside its control. If the university's performance of the services is affected by an event outside the University's control, then the University will contact you as soon as possible to let you know and the University will take steps to minimise the effect of the delay. Provided the University does this,

the University will not be liable for any delays caused by the event but if there is a risk of any substantial delay you may contact the University to end the contract and receive a refund for any services you have paid for but not received.

101. The University will not be liable to you for events outside its control which it could not have foreseen or prevented even if it had taken reasonable care. Events outside the University's control may include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the University reserves the right to change or cancel parts, or all, of your Programme and/or contract.

## **GENERAL**

102. The University reserves the right to vary the terms of this contract from time to time, including reasonable changes to documents incorporated into it by way of reference, including but not limited to the University's Regulations. The University will always aim to notify you in advance and in writing of such changes, however, you acknowledge that this may not always be possible.

103. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this contract.

104. Your contract with the University is between you and the University and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.

105. The contract shall be governed and construed in accordance with the laws of England and Wales. By accepting your offer, you agree to abide by these terms and conditions and submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of, or in connection with, the contract.

**Please contact the Admissions and Enquiries Team at [enquiries@glyndwr.ac.uk](mailto:enquiries@glyndwr.ac.uk) for further information on any aspect of these terms and conditions, or if anything is unclear.**

Admissions and Enquiries  
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