

# Terms and conditions for applicants and students

The University of the Highlands and Islands is a collegiate federal partnership consisting of an executive office and 13 academic partners. Each of the partners is an institution in its own right, with a distinctive focus and mission, which has entered into an academic partnership agreement with the university. The partners include colleges of further and higher education, research institutions and specialist colleges.

Each student is allocated to a 'home academic partner', which is responsible for enrolling students on their programme of study, and providing general support services and facilities and programme-specific resources.

This document sets out the terms and conditions upon which an applicant may be made an offer, or enrolled on our higher education programmes, including HNCs/HNDs, degrees and postgraduate research programmes. Students enrolling on further education programmes are subject to separate terms and conditions.

In this document, the terms "we", "our", "us" and "the university" refer to the University of the Highlands and Islands and its academic partners.

If you need to contact us about these terms or your offer, our main contact information is given in the appendix. Other contact details, including those for each academic partner, are available on our website at [www.uhi.ac.uk/en/campuses/](http://www.uhi.ac.uk/en/campuses/)

## 1. Introduction

- 1.1 These standard terms and conditions, together with other documents referred to in this document, including (but not limited to) those listed in Appendix 1, are referred to collectively as the "terms". The terms provide you with information about the university's policies and regulations, our obligations to you, and your obligations to the university. **By accepting an offer of a place and/or by enrolling, you agree to comply with and be bound by these terms.** This is an important document and you should read it carefully and make sure that you understand the terms before accepting an offer and/or before enrolling at the university.
- 1.2 If you are a student with a Tier 4 (General) student visa sponsored by the university, you will be required to sign an International Student Agreement which will form part of the terms applying to you.
- 1.3 We will update the terms annually and publish the document on our website. You will be asked to re-confirm your acceptance of the terms when you enrol each academic year. If we make material changes to the terms, we will take reasonable steps to bring these changes to your attention as soon as we can. Further details on changes to programmes is given in section 3.
- 1.4 If these terms are inconsistent with any other document prepared by or on behalf of the university, the terms will prevail.

## **2. Accepting an offer of a place on a university programme**

- 2.1 Our offer to you will be either conditional or unconditional. If the offer is conditional, it is your responsibility to submit evidence as required, by the specified deadline, so that we can assess whether you have met the conditions of your offer. If you fail to do so, the university reserves the right to withdraw your offer or defer your application to the next year of entry.
- 2.2 We reserve the right to amend an offer before you have confirmed your acceptance. Where we exercise this right, we will inform you of the change as soon as reasonably practicable and where possible, we shall follow this up with an updated offer.
- 2.3 Once you have accepted an offer, the contract between you and us is formed. If we wish to make any amendments to the contract between us (except as set out in Section 3) after you have accepted our offer, we will discuss this with you and obtain your approval in advance.
- 2.4 You will need to confirm in writing (including electronically) that you accept our offer.
- If we make the offer to you directly, you should accept the offer with us; information about accepting an offer can be found at [www.uhi.ac.uk/en/studying-at-uhi/first-steps/application-process-dates/](http://www.uhi.ac.uk/en/studying-at-uhi/first-steps/application-process-dates/)
  - If we make the offer to you through UCAS or another agency, you should accept the offer in accordance with their procedures [www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/replying-your-offers](http://www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/replying-your-offers)
- 2.5 You have the right to cancel within fourteen days from the day after we receive notification of your acceptance of our offer. You do not have to give a reason. If your application was via UCAS, you should inform them of your decision. If your application was made directly to the university, you should inform us in writing. You can notify us of your cancellation of the contract using the main contact details set out in this document, or by using our model cancellation form, which can be accessed [here](#).
- 2.6 Your right to cancel the contract under paragraph 2.5 shall end earlier than the end of the fourteen day period if the programme of study commences within that fourteen day period, in which case your right to cancel will end on the start date of your programme of study. This may happen if you accept an offer at the university via the clearing procedure. Following commencement of the programme of study, you may withdraw from study at the university in accordance with the university's withdrawal procedures, however you may lose all or part of the tuition fees paid by you or on your behalf.

## **3. Information about university programmes**

- 3.1 Information about our programmes and applicable fees is available on our website at [www.uhi.ac.uk](http://www.uhi.ac.uk), in our most recent prospectus and in our offer letter. By applying to study with us and accepting our offer, you confirm you have received information on the programme you have chosen and are aware of the associated fees and payment terms.
- 3.2 We prepare our prospectus and online information about our programmes with care and every effort is made to ensure that the information is accurate. However, the printed version of the prospectus is published at least a year before our programmes begin. Updates and changes will be published online, so you should check for current information.

- 3.3 The availability of option modules/units and/or the balance of teaching methods on a programme (eg face-to-face classroom-based and video conference) may vary depending on your study location. You should ask for specific information from your home academic partner before accepting your offer.
- 3.4 We will make all reasonable efforts to deliver programmes in line with the descriptions set out in the prospectus, online, or as referred to in our offer letter. However, we must manage our resources efficiently and are entitled to make reasonable changes to our programmes. This can happen because of staff changes or due to an accrediting body requiring certain course content. Some programmes are also only offered if minimum student numbers are met. So there may be times when we have to:
- make changes to the content of a programme or module or the way we deliver it;
  - change the location or timetable for the delivery of a programme or module;
  - discontinue modules or programmes;
  - merge and combine modules or programmes.

#### **Material or significant changes to programmes before you enrol**

- 3.5 In the unlikely event that we discontinue or do not provide your programme of study, or change the programme significantly or the location from which it is taught:
- 3.5.1 we will tell you at the earliest possible opportunity;
  - 3.5.2 we will, where possible, offer you a place on a suitable alternative programme for which you are qualified and for which tuition fees will be payable;
  - 3.5.3 if you do not wish to accept our offer of an alternative course, you can withdraw your application without any penalty by telling us in writing and we will make an appropriate refund of any tuition fees and deposits you have paid, in line with our fee policy.

#### **Material or significant changes to programme content or delivery while you are enrolled**

- 3.6 Wherever possible, we will implement major changes for future cohorts of students only, and will avoid making any major changes which would affect currently enrolled students. However, there may be operational issues which arise, for example due to staff changes, that make it unavoidable for us to make such changes. If we are unable to avoid discontinuing or making major changes to a programme on which students are already enrolled, we will make every effort to consult affected students, provide a suitable alternative programme and provide full academic guidance.
- 3.7 We will provide you with as much notice as possible of any proposed changes which could affect you. If the proposed changes are approved, we will give you as much notice as possible of the date on which they will take effect and seek to minimise the effects of any disruption.
- 3.8 There may be temporary circumstances which we have no control over which may affect module or programme delivery, such as severe weather conditions, industrial action, illness or staff changes. If this happens we will make every effort to put in place contingency arrangements to minimise disruption to you. There may also be circumstances where major incidents affect stakeholders, service providers or collaborative partners and this may also impact on our programmes and services. If this happens we will use your university email and other electronic media to communicate with you. If you have not opted out of receiving texts from us, we may also text you using the mobile number you have given us. We will also publish updates on our website.

## 4. What we provide for our students

### 4.1 Students should expect:

- current and accurate information on your programme of study (subject to section 3);
- teaching and learning support facilities and other services associated with your programme (subject to paragraph 4.2);
- information about assessments associated with your programme (and reassessment opportunities where relevant);
- information about student representation roles and opportunities to give feedback on your programme, and other aspects of your learning experience;
- access to our regulations, policies and procedures;
- access to our information, advice and guidance services;
- a complaints handling procedure and appeals process;
- information about any changes to the above.

4.2 We will make available appropriate learning support facilities and other services, but may vary what we provide from time to time (for example, we may change the way we provide support facilities such as library or IT support).

## 5. Your responsibilities

5.1 By accepting an offer and/or enrolling on a programme, you agree to be bound by, and comply with, the university's regulations and relevant policies and procedures. Key policy documents are listed in Appendix 1, and a full list is available on our website at [www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations](http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations).

When you enrol, you also agree to be bound by, and comply with, relevant policies and procedures of your home academic partner, which are available via their website.

5.2 You have the following responsibilities and agree:

- To meet the attendance, study and assessment requirements of your programme, including meeting assessment deadlines;
- To communicate with your personal academic tutor and/or support staff, advising them of any difficulties you may be experiencing;
- To inform us about any period of absence or potential mitigating circumstances, and provide supporting evidence as required;
- To notify us if you wish to withdraw or suspend your studies;
- To ensure all the information you provide as part of your application and any personal information held on the student records system (including your contact details) is accurate, and to update it as necessary;
- To familiarise yourself with, and abide by, the university's academic regulations and relevant policies and procedures, including criminal convictions and safeguarding policies;
- To treat all members of the university community with dignity and respect and to abide by our equality and diversity policies;
- To use and regularly check your university email account and the virtual learning environment;
- To comply with all relevant health and safety regulations and procedures;
- To provide feedback on your programmes and modules and contribute to quality assurance and enhancement activities, as outlined in the current Student Partnership Agreement;
- To pay your fees or arrange payment promptly in accordance with our fee policy;
- To maintain the university's good name and reputation both on and off campus.

- 5.3 Some programmes have specific additional requirements which you must meet, either to be accepted on to the programme or during your period of study, eg fitness to practise, health screening, membership of relevant PVG (Protecting Vulnerable Groups) scheme, registration with external technology services, or professional body requirements. You should refer to programme handbooks and familiarise yourself with specific requirements which may be relevant to you.

## **6. Submitting work for assessment**

- 6.1 Where you are permitted or required to submit assessments electronically, you must do this through your university student account.
- 6.2 You are responsible for keeping copies of all your own assessments. We keep samples of assessments for quality assurance purposes, in accordance with our assessment retention policy.
- 6.3 We subscribe to software programs (which may be externally hosted) that may be used for originality checking, anonymous marking and peer review of your text-based work. The originality checking function assists staff in assessing potential instances of plagiarism in students' work, and the system will keep a copy of your submission for this purpose. By accepting these terms you agree that your work may be used in this way, and your programme leader will advise you if this service will be used. You should familiarize yourself with university regulations and policies relating to academic misconduct, referencing standards and intellectual property.

## **7. Intellectual property and copyright**

- 7.1 For students enrolled on undergraduate programmes and most postgraduate level programmes, you will normally own all intellectual property and copyright generated by you during your study at the university. You will be advised if there are different arrangements applicable to your programme.
- 7.2 For students enrolled on postgraduate research programmes, intellectual property rights will normally belong to the university or your home academic partner, in accordance with our intellectual property policy.

## **8. Students' association**

You will automatically be registered as a member of the students' association at your home academic partner when you enrol unless you notify them that you wish to opt out.

## **9. Health and safety**

- 9.1 The university is committed to providing all students with a safe and healthy environment. You still have a responsibility for your own safety, and for that of other people who could be affected by what you do and also what you do not do. You are required to comply with the relevant health and safety policies, procedures and risk assessments of the university and your home academic partner. These are intended to ensure your safety in the university and during any activities undertaken by you on behalf of the university.
- 9.2 All students and staff have a duty of care to others. This means that you must not behave in an unsafe manner, and also you must report any unsafe situations or behaviour. We may take

disciplinary action against anyone who does not follow our health and safety policy and who puts themselves or others at risk, or who misuses or interferes with health and safety equipment.

- 9.3 We have a duty of care to respond appropriately to situations where there are substantial concerns about a student's mental and/or physical wellbeing, and the impact upon other members of the university community. Principles for intervention are set out in our fitness to study guidelines.

## **10. Fees and payment**

- 10.1 You are responsible for the payment of tuition fees to the university, which are due in full each year at enrolment, unless otherwise agreed in advance. In the event of a sponsoring authority (eg Student Awards Agency for Scotland, Student Loans Company or your employer) failing to make payment, you are personally liable for payment. The tuition fee covers enrolment, tuition and assessment. It does not include: costs for travel to/from induction sessions; cost of field trips and similar; specialist personal equipment or books (other than library access and access to online materials and journals). These are deemed to be additional costs associated with your programme, and we will provide information about these on the website.
- 10.2 Tuition fees payable will depend on your fee status as assessed by us. All offers state our provisional assessment of your fee status based on information supplied at application, and our website provides details of the actual fee due for each fee status. You should be certain of your assessed fee status before accepting an offer.
- 10.3 By agreeing to these terms, you accept our fee policy, in particular the payment of fees, refunds in the event of termination of your studies and the consequences of non-payment. Our fee policy is available at: [www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies](http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies)
- 10.4 You are entitled to withdraw from the university and terminate these terms by giving formal notice. The date on which you give notice will determine the amount of any tuition fees that will be refunded, if any. Information on withdrawal procedures is available at [www.uhi.ac.uk/en/students/support/thinking-of-leaving](http://www.uhi.ac.uk/en/students/support/thinking-of-leaving)
- 10.5 The university will withhold the final certificate for a university award while there is an outstanding tuition fee debt with the university.
- 10.6 Any fees and expenses payable by you for residential accommodation provided by the university or by any third party, travelling expenses or other course costs, if relevant, will be the subject of separate agreements.

## **11. Data protection**

- 11.1 We are committed to a policy of protecting the rights and freedoms of individuals with respect to the processing of their personal data. We have educational and business requirements to maintain certain personal data about living individuals including employees, students and graduates and others in pursuit of our legitimate activities as a university. We process personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulation. Further details on university data processing and privacy notices can

be found at <https://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/data-protection/>

- 11.2 We hold information about all applicants and students. We use information from your application to process your application, to collect feedback and to send you information.
- 11.3 If your application is successful we 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 for maintaining our IT systems.
- 11.4 If you are studying with us as an exchange student, you agree and understand that we may pass personal data about you to your home institution relating to your academic performance and your studies with us. Where a programme is delivered collaboratively or jointly between the university and a partner institution, both parties will share students' personal data necessary for the provision and assessment of the programme.

## **12. Liability**

- 12.1 We cannot accept any responsibility for theft or damage to your property (including any computer, motor vehicle or bicycle), unless this is caused by the university or its staff. You are therefore advised to insure your property, including your personal belongings, against the risk of theft and damage.
- 12.2 We do not accept responsibility, and expressly exclude liability, for death or any personal injury suffered by you, unless caused by the negligence, fraud or breach of statutory duty of the university or its staff.
- 12.3 Although we will try to ensure that computer equipment and software provided by us for your use has reasonable security and anti-virus facilities and protections, you use these at your own risk. We shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available, including any contamination of software or loss of files.
- 12.4 Where we failed to comply with our obligations under this contract, we will be responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are 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, we both knew it might happen.
- 12.5 Subject to paragraphs 12.1-12.4:
- a) We shall not be liable for indirect and consequential loss arising under or in relation to this contract;
  - b) except where otherwise stated in these terms, we also exclude all warranties of any kind, implied or express, under or in relation to these terms in so far as we are able to do so under applicable law; and
  - c) we limit our entire and aggregate liability to you under or in relation to these terms to the fees paid or payable by you (or where appropriate a third party funder) to the university under these terms.

### **13. Cancellation of offer or termination of enrolment and these terms**

Subject to your rights of appeal, we may terminate these terms and your ability to study at the university if you fail to comply with these terms and the policies and procedures referred to in these terms, including, without limitation, (i) providing us with false, fraudulent or misleading information or failing to disclose information which we have requested; (ii) non-payment of fees; (iii) disciplinary procedure; and/or (iv) failure to fulfil the academic requirements of your programme.

### **14. Requirements on termination of these terms**

#### **14.1** If at any time these terms are terminated:

- 14.1.1 we shall be entitled to refuse to enrol you on your programme of study (if, at the date of termination, you have not already enrolled);
- 14.1.2 we shall be entitled to require you to stop studying on your programme and to leave the university immediately (if, at the date of termination, you have enrolled);
- 14.1.3 you are required to return your student identification card to your home academic partner, together with all property owned by the university or your home academic partner;
- 14.1.4 you must pay all outstanding fees immediately and;
- 14.1.5 we may report any applications or activity we suspect are fraudulent to UCAS, UK Visas and Immigration or other agency where appropriate

14.2 Any action we take under the provisions above will not restrict our ability to enforce our rights and your obligations and to take any other action against you to which we may be entitled under these terms or otherwise. Provided the action taken to terminate these terms is in accordance with these conditions or our procedures, we will not be liable for any loss or damage which you may suffer as a result.

### **15. Visas and immigration**

If you are a student who requires a visa to study in the UK you have a legal obligation to adhere to any visa conditions set by UK Visas and Immigration. This is your responsibility and in order to enrol you will require to evidence that you have valid immigration status.

### **16. Notices**

Any notice given under these terms will be made in writing. Letters will be addressed to you at your term time or home address as appropriate, at the address currently held in your student record. Letters shall be deemed to have been properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by pre-paid first class post. Notices may also be sent by email, to your university email address, in which case service shall be deemed effective 24 hours after sending. It is your responsibility to update your personal details, including address and contact details.

### **17. General**

17.1 If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

17.2 Neither we nor you shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond our or your reasonable control, eg fire, flood or industrial dispute.



## **18. Complaints**

- 18.1 We have a complaints handling procedure which is in line with the principles issued from the Scottish Public Services Ombudsman. These principles are that the complaints policy and process should be accessible, fair, flexible, confidential, clear, and timely.
- 18.2 We can help you decide whether you wish to raise an informal or formal complaint, and there is a step by step guide on the procedure and timescale you can expect should you decide to raise a formal complaint. Information on the complaints handling procedure is available at [www.uhi.ac.uk/complaints](http://www.uhi.ac.uk/complaints)

## **19. Law and jurisdiction**

These terms are governed by and construed in all respects in accordance with the laws of Scotland.

## Appendix 1 Relevant documents and information

By accepting an offer and/or enrolling on a programme, you agree to be bound by, and comply with, the university's regulations and relevant policies and procedures. Key policy documents are listed below, and a full list is available on our website at [www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations](http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations). You can request a copy of any of these documents, which are available in alternative formats on request.

When you enrol, you also agree to be bound by, and comply with, relevant policies and procedures of your home academic partner, which are available via their website.

You can contact us by email at [eo@uhi.ac.uk](mailto:eo@uhi.ac.uk) or phone 01463 279000 or by post at:  
12B Ness Walk, Inverness, Scotland IV3 5SQ

Policy / guidance	Weblink
Admissions policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Fee policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Academic standards and quality regulations	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/regulations">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/regulations</a>
Criminal convictions policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Information security - acceptable use policy	<a href="http://www.uhi.ac.uk/en/lis/helpdesk/acceptable-use-policy">www.uhi.ac.uk/en/lis/helpdesk/acceptable-use-policy</a>
Equality, Diversity and Inclusiveness policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Student Partnership Agreement	<a href="http://www.uhi.ac.uk/en/students/get-involved/student-partnership-agreement/">www.uhi.ac.uk/en/students/get-involved/student-partnership-agreement/</a>
Data protection policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/data-protection">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/data-protection</a>
Fitness to study guidelines	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Health and safety policies	See relevant home academic partner webpage, accessible at <a href="http://www.uhi.ac.uk/en/campuses/">www.uhi.ac.uk/en/campuses/</a>

Non-academic misconduct policy and procedure	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Postgraduate research code of practice for students and supervisors	<a href="http://www.uhi.ac.uk/en/research-enterprise/grad-school/code-of-practice">www.uhi.ac.uk/en/research-enterprise/grad-school/code-of-practice</a>
Assessment feedback and feedforward policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Assessment retention policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>
Complaints handling policy and procedure	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies/student-complaints-policy-and-procedure">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies/student-complaints-policy-and-procedure</a>
Intellectual property policy	<a href="http://www.uhi.ac.uk/en/research-enterprise/resource/ip-guidelines/">www.uhi.ac.uk/en/research-enterprise/resource/ip-guidelines/</a>
Research ethics framework	<a href="http://www.uhi.ac.uk/en/research-enterprise/resource/ethics">www.uhi.ac.uk/en/research-enterprise/resource/ethics</a>
Academic misconduct policy and guidance	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/regulations">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/regulations</a>
Student referencing guide	<a href="http://www.uhi.ac.uk/en/libraries/how-to/">www.uhi.ac.uk/en/libraries/how-to/</a>
Recording of taught sessions policy	<a href="http://www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies">www.uhi.ac.uk/en/about-uhi/governance/policies-and-regulations/policies</a>