

## Introduction

This document governs the relationship between you and the University of Kent ("the University"), and sets out the contract terms between us ("the Terms and Conditions").

These terms and conditions apply to all applicants from the 1<sup>st</sup> of October 2024 applying to study a course at the university on or from the 1<sup>st</sup> of January 2025.

By accepting an offer to study you are entering into a legally binding contract with the University and confirm that you agree to these Terms. You should keep a copy of these Terms for your own records.

## Payment of fees

1. The fees for your course will be as set out in the offer letter and indicated on the website found at <https://www.kent.ac.uk/guides/tuition-fees> and details of annual tuition fee increases can be found at <https://www.kent.ac.uk/tuition-fee-increases>.
2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
3. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, 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 part; or
  - you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.
4. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Income Office (for Canterbury Students), Medway Finance Office (for Medway Students) and Brussels Finance Office (for Brussels and Paris Students) at enrolment or as soon as possible thereafter.
5. If you enrol on the basis that you are or will be applying for 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.
6. If you are self-funding and have to pay your own fees, payment can be made by visiting <https://www.kent.ac.uk/guides/paying-tuition-fees>

## Accuracy of your information

7. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.

8. If you provide us false or misleading information it may invalidate your admission and enrolment. This means that the University may terminate the contract with you.

9. The University requires all students to provide proof of identity and qualifications at the point of registration.

## Communications to and from the University

10. 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 e-mail account regularly and in any event, at least once a week. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

## University Regulations

11. By accepting the offer of a place at the University you agree to comply with the provisions of all the University's Charter, Regulations, Rules, Codes, Policies and Procedures ("the Regulations"). The Regulations can be found on the [Regulations website](https://www.kent.ac.uk/regulations/). <https://www.kent.ac.uk/regulations/>.

The Student Regulations contain important information about the expectations that the University has of you as a student and the relevant procedures and processes to be followed.

12. We are aware that the Regulations are detailed and that there are a number of documents. To help you identify some of the more important Regulations and Policies, we have summarised these below, together with a direct link to the relevant page of Kent's website:

(a) For students on undergraduate and postgraduate taught courses - The [Student Attendance and Engagement Policy](#) sets out the requirements about attending scheduled teaching and assessment events and other compulsory events or meetings that are specified by the University.

For students on postgraduate research courses – You are responsible for your research, the content, completion and submission of your thesis, as set out in [Supervision](#) and [Progression and Examination](#) documents.

If you do not attend and engage with your studies, and do not engage with the processes set out to improve your attendance and engagement, the University may withdraw you from your studies.

(b) You have a responsibility to act with honesty, integrity and fairness when completing your assessments. The Academic Misconduct Policy and Procedure sets out rules and processes how the University deals with allegations of academic misconduct. Examples of academic misconduct include plagiarism, collusion, unauthorised use of artificial intelligence and contract cheating. If you submit work that the University considers not to be your own, you may face disciplinary actions and subsequent penalties. One of the possible outcomes of such action is termination of your studies.

The University keeps records of all proven cases of academic misconduct and may be required to include this information in employment or academic references or provide this information to a Professional, Statutory and Regulatory Body, if you study on an accredited course.

(c) The University's [Support to Study Policy](#) describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. The Support to Study Procedure is intended to be supportive, however if the University has persistent and/or serious concerns, it may decide to permanently withdraw you from your studies.

(d) The University's [Fitness to Practice \(for Courses Other than Social Work\)](#) set out rules which apply to students on professionally regulated programmes which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. If you don't comply with these rules, you may face a disciplinary process with a number of potential outcomes, including that you are withdrawn from your course.

(e) You are expected to always conduct yourself in a manner that supports the University's commitment to create a safe and supportive community for all. These expectations are set out in the [Student Code of Conduct](#) and the [Student Charter](#). If you breach the rules set out in these documents, you may be subject to the [Student Discipline Procedure](#) and subsequently face sanctions that include expulsion from the University.

(f) You are responsible for paying all fees incurred whilst studying at the University on a timely basis. Where a sponsor has agreed to pay on your behalf, you remain responsible for the debt until it has been discharged. You can find the University's rules regarding payment of sums due to the University on [the Debt Management Procedures website](#).

If you do not pay money that you owe to the University, the University 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, the University will consider all the circumstances of your case. For example, a tuition fee debt can result in you not receiving your official results,

not being allowed to re-register in successive years, not being allowed to attend the graduation ceremony or receive your award in absentia, and you can also be withdrawn from your studies. The University may also pass details of any unpaid account to a third party agency to pursue the collection of the outstanding balance. This action may include credit checks and further legal collection processes.

(g) The University's [Criminal Convictions Policy](#) provides information in what circumstances an applicant would be required to disclose any criminal convictions and the action that the University will take following the disclosure. We believe that everyone with the ambition and potential should have access to higher education, regardless of their background. However, in rare and extreme cases, the University may withdraw an offer made. (h) The requirement that applicants to professional courses, such as Social Work and Medicine, undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses. Applicants and enrolled students are expected to disclose any criminal convictions which may preclude them from professional registration with the regulator for which the DBS Check is undertaken, during the admissions stage and throughout the duration of the course.

(i) The university takes a pragmatic approach to dealing with Student Intellectual Property Rights. The details of this can be found in the Intellectual Property Policy: <https://www.kent.ac.uk/ip-policy>

## Changes to University Regulations

13. The University may make changes to its Regulations where this will assist in the delivery of education. The University will make these changes in consultation with representatives from the student body for one or more of the following reasons:

- (a) To review and update the Regulations to ensure they are fit for purpose;
- (b) 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;
- (c) To incorporate sector guidance or best practice;
- (d) To incorporate feedback from students; and/or
- (e) To aid clarity or consistency of approach.

14. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University 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.

15. The University will normally seek the express agreement from the affected students and applicants when making changes to its Regulations.

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

## **Disability and Reasonable Adjustments**

17. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs within the requirements of the competency standards of the course of study. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively.

18. Students on regulated, vocational or professional courses are required to notify the university of any disability which may impact on their ability to complete the course and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and if you engage in any necessary discussions or health assessments as required by the University.

## **Changes to Your Course**

19. The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it at the time of your application.

Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:

- (a) power failure;
- (b) acts of terrorism;
- (c) damage to buildings or equipment;
- (d) cyber-attacks;
- (e) the acts of any governmental or local authority

20. In these circumstances, the University is committed to being open and transparent with you and inform you of any changes in a timely manner. We will seek express agreement of all affected students in a timely manner before deciding to implement any substantial changes, as appropriate.

We will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

21. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course where that will enable the University to deliver a better quality of educational experience to students enrolled on the course, including where the numbers recruited are too low and therefore it is not possible to deliver an appropriate quality of education for students enrolled on it. Such changes may be to:

- (a) the course offered
- (b) the content and syllabus of course, including in relation to placements;
- (b) the timetable, location and number of classes;
- (c) the timing, content or method of delivery of courses of study; and
- (d) the examination and assessment process.

22. On rare occasions a small number of optional modules may not be available even if you selected the module during the module registration period. This may happen because of the following reasons:

- Some modules have limited spaces available due to the specialist facilities/equipment/academics delivering research led teaching. This means that some students who select such modules may be reallocated onto alternative modules.
- Some optional modules may be undersubscribed which means that very few students selected the module. In such cases students who select such modules may be reallocated onto alternative modules. The number of students that the University considers too low may vary depending on the course of study, generally the module is unlikely to run if it will negatively affect the quality of education.

23. In making any changes under paragraph 21, the University 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 the University changes 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 and, if required, reasonable support to transfer to another provider.

## Liability

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

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

25. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## Complaints Process

26. If you are not content with the proposed outcomes of an application, you can raise the issue under our [Admissions Complaints policy and procedures](#)

27. Students wishing to make a complaint about their course of study, the services or facilities provided by the university may do so by via the [Student Complaints process](#).

## Visa Requirements for Overseas Students

28. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at <https://www.kent.ac.uk/studentimmigration/do-i-need-a-visa.html>

29. Students with a visa, must comply with the terms and conditions of the visa they hold, in full, as set out by the UKVI. Students who fail to comply with the terms and conditions risk withdrawal of sponsorship and termination of your enrolment on the course, which will be notified to the Home Office.

30. 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. Further information can be found at <https://www.kent.ac.uk/studentimmigration/documents/policy-atas.pdf>

# Cancellation Rights

## RIGHT TO CANCEL

31. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

32. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement, either by email to [information@kent.ac.uk](mailto:information@kent.ac.uk) or through your applicant portal. You may use the model cancellation template at the end of this document, but it is not obligatory.

33. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## EFFECT OF CANCELLATION

34. If you cancel this contract as set out above, the University will reimburse to you 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.

35. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

36. If you cancel the contract after the statutory cancellation period has expired, 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 proportion of your tuition fees, as set out in the Debt Management procedure which can be found at <https://www.kent.ac.uk/finance-student/debtmanagement.html>.

## COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

37. 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 proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the Debt Management



procedure which can be found at <https://www.kent.ac.uk/finance-student/debtmanagement.html>.

## General

38. If any provision of the contract between you and the University 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.

39. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

40. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

## Cancellation Template

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in [ (Month)] [ (Year)].

Name of student:

Applicant ID/Student number:

Course title:

Date you accepted your offer: