

## Cardiff University

### Declaration of Enrolment

In continuing with your enrolment, you confirm your agreement to the following terms and conditions that were accepted by you when you accepted the offer of a place at the University:

#### Payment of fees

1. The University determines a student's status for fee-paying purposes in accordance with the Assessment Regulations and Tuition Fee Policy, and with the University's Guiding Principles of Fee Assessment. Further details of the Regulations and Guiding Principles can be found at [www.cardiff.ac.uk/regis/sfs/admissions/feestatus/fee-status.html](http://www.cardiff.ac.uk/regis/sfs/admissions/feestatus/fee-status.html).
2. Where fees are due, it is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
3. 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 part; or
  - [you have applied for and obtained a discount or remission of fees].
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 Finance Office by the required date.
5. 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.
6. If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the University's fee policy. Full details of the University's Fee Policy can be found at <http://www.cardiff.ac.uk/new-students/when-you-arrive/paying-your-tuition-fees>.

#### Accuracy of information

7. By accepting the offer of a place to study at the University and enrolling at the University you confirm and declare that the information provided by you or on your behalf in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
8. The provision of false or misleading information may make your admission and enrolment invalid and will entitle the University to terminate its contract with you in accordance with the Admissions Framework and, where applicable, the Applicant Fitness to Practise procedure.

#### Communications to and from the University

9. On completion of 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.

#### University Regulations

10. By accepting the offer of a place and enrolling at the University you agree to comply with the provisions of the Charter, Statutes, Ordinances and Regulations and such other rules and regulations as the University makes for its students from time to time ("the Regulations"). The Regulations can be found in the Academic Regulations Handbook at <http://learning.cf.ac.uk/quality/regis/handbook/>

11. Key provisions of the Regulations of which you should be aware include:
- (a) The University's expectations for student attendance and academic progress, as set out in the Student Attendance and Engagement Procedure. If you fail to meet these expectations it may mean that you are not permitted to progress on your course.
  - (b) The University's rules regarding academic misconduct and cheating, including plagiarism and the processes the University uses for plagiarism detection (e.g. Turnitin software) which can be found at [www.cardiff.ac.uk/regis/ifs/plag/](http://www.cardiff.ac.uk/regis/ifs/plag/). Breaking these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion in line with the Unfair Practice and/or Academic Misconduct Procedures.
  - (c) The University's rules regarding payment of money due to the University, which can be found in the Procedure for the Payment of Tuition Fees. 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.
  - (d) The University's expectations of student behaviour, as set out in the Student Discipline Procedure. Breaking these rules could result in a disciplinary process and the imposition of sanctions, which may include expulsion from the University.
  - (e) The Student's Fitness to Study Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that lead to questions about your fitness and suitability to continue to study.
  - (f) The University's rules governing fitness to practise, as set out in the Students' Fitness to Practise Procedure, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. Failing to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
  - (g) The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these programmes, or in some cases undertake placements, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.
  - (h) Bound by the University Research Governance Framework which sets out ethical requirements for research projects and could result in discipline action if breached.
  - (i) Where a student engages with a professional or industrial partner [hereafter placement provider] and a contract is drawn up between all three parties. You must comply with the requirements and rules of the placement provider and the University. Breaking these rules could result in a disciplinary process and the imposition of sanctions, which may include expulsion from the University.

### **Changes to University Regulations**

12. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made 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.
13. The University will consult the Students' Union Elected Officers before making any substantive changes to the Regulations.
14. Any changes will normally come into effect at the start of the next academic year, although a change 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 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.

## Variation

16. The University will make all reasonable efforts to deliver programmes and research opportunities leading to its awards as described in materials published by the University.
17. The University reserves the right for the Vice-Chancellor to vary arrangements in exceptional circumstances which are beyond the University's reasonable control. Examples of such circumstances may include:
  - (a) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious diseases;
  - (b) fire, explosion or accidental damage;
  - (c) collapse of building structures, failure of machinery, computers or vehicles;
  - (d) labour disputes, including strikes and industrial and other action;
  - (e) interruption or failure of utility service, including but not limited to electric power, gas or water;
  - (f) the acts, decrees, legislation, regulations or restriction of any government;
  - (g) the unexpected absence or departure of a key member of staff;
  - (h) where the numbers recruited to a programme and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.
18. Where such events occur the University will seek to minimise the impact on the student learning experience by, for example:
  - (a) delivering a modified version of the same programme; or
  - (b) making available to affected students learning or other support and other services and facilities as it considers appropriate; or
  - (c) offering affected students the opportunity to transfer to another programme or to withdraw and be given reasonable support to move to another university.
19. The University will provide continued assurances of the standard and quality of the award. The University will inform students of any changes to learning support, services and facilities by the University as soon as possible.
20. In addition to the circumstances described in paragraph 17 above, the University will be entitled to make reasonable changes to its programmes where that will enable the University to deliver an equivalent programme or better quality of educational experience to students enrolled on the programme. Examples of such circumstances may include:
  - (a) the content and syllabus of the programme where developments in the subject area make that necessary;
  - (b) the location of the programme;
  - (c) the method of delivery of the programme.
21. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult affected students in advance about any changes that are required. If the University changes a programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another programme or, if required, to withdraw and be given reasonable support to move to another university or education provider.
22. 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.
23. 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.

## Data Protection

24. All of the personal information obtained from you and other sources in connection with your studies at the University will be held in secure conditions and will be used by the University during enrolment, during your course and after you leave the University for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of the University's Codes of Practice and Procedures. In addition the information will be used by the University for research, the compilation of statistics and Alumni administration.
25. The University may also for a variety of purposes including fraud prevention or detection, or in connection with immigration and nationality, supply this information to outside organisations, such as the Police; Home Office; Foreign Consulates and Embassies; Local Authorities; the Department for Works and Pensions and its Agencies; the Home Office; the Higher Education Statistics Agency (HESA); Examination Boards; other educational establishments or Awarding Bodies and selected plagiarism services including PlagiarismAdvice.org (for which some information is transferred overseas to America). Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to the University. Where you are employed or sponsored by a third party during all or any of the period of your study at the University and the employer/sponsor has a direct interest in your status as a student at the University (for example your employer/sponsor is paying for your course), you agree that the University may, without further recourse to you, disclose to your employer/sponsor information obtained by the University by reason of your admission to the University, your enrolment on and/or your studying towards an award of the University. The information provided to your employer/sponsor will usually concern your attendance and performance..
26. The University may also disclose some or all of your personal information to a variety of recipients for the purpose of administering academic provision and associated functions such as the careers service. These recipients include: Partner Colleges of the University; organisations that provide funding and bursaries to students; Local Councils (for purposes connected with your student status that may include the purpose of contacting you about your right to register to vote. Any queries about this inclusion must be addressed to the relevant Local Authority); student sponsors (including the Student Loans Company and other agencies private, public and voluntary that provide student support and individuals or organisations with whom you have entered into an agreement to provide some or all of the costs of study); relevant external professional bodies (including those to whom you apply for membership and to whom the course regulations require that the University provides information - see details in course handbooks); education/training establishments; potential employers and placement providers (some of whom may be situated outside the EEA); government funding bodies; UCAS; Local and Area Health Authorities; UK Banks; University insurers and HESA.
27. We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have. For detailed information about the information we provide to HESA and how this information is handled, please see the [privacy notice on the HESA website](#).
28. We will also send some personal information we hold about you to the Student's Union for membership purposes. You automatically become a member of the SU once you enrol at the University. This transfer of information will enable you to make use of the SU's services more quickly and easily and enable it to verify your eligibility to join clubs and societies and vote in elections and to contact you with essential updates. Further information about this transfer can be obtained from the SU if required. If you would prefer that your information is not shared with the SU in this way, please write to the Academic Registrar (<https://ask.cardiff.ac.uk>), to confirm this.

29. From time to time the University may collaborate with Government Funding Agencies to conduct research into the student experience. Any organisation that conducts research on behalf of the University and/or these Agencies will use your details only for the purpose stated and will then delete them.
30. The University publishes examination results on University noticeboards and in the awards brochure. Full details of this procedure (and how to notify any concerns about this process) can be obtained from school/departmental offices.
31. Where you have a disability, information you have provided in connection with that disability will be processed by the Disability and Dyslexia Service for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified. 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.
32. Full details of the University's data protection policy can be found at [www.cardiff.ac.uk/govrn/cocom/accinf/dataprotection/](http://www.cardiff.ac.uk/govrn/cocom/accinf/dataprotection/).
33. You can see or find further information about the University's registration under the Data Protection Act by searching for Cardiff University on the Register of Data Controllers held by the Information Commissioner at: <https://ico.org.uk/ESDWebPages/DoSearch>

#### **General**

34. 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.
35. 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.
36. 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.