

STUDENT CONTRACT

1 Introduction

- 1.1 This document governs the relationship between you and the University of Portsmouth (referred to in this contract as “the University”) and sets out the terms and conditions between us (referred to in this contract as “the Contract”).
- 1.2 This Contract will apply following the University’s confirmation of your acceptance of an offer to study at the University. We advise you to read this Contract and the documents referred to in it carefully before accepting an offer from the University.
- 1.3 In addition to this document, the following documents also form part of your Contract, and you agree to adhere to them:
 - a) Your offer letter;
 - b) The Tuition Fees Policy and Terms and Conditions.

Links to other relevant documents are found throughout this Contract.

- 1.4 During your time studying at the University you may live in University accommodation and/or take out a student loan. You should note that these arrangements will be subject to separate terms and conditions.
- 1.5 The University is committed to treating all students fairly in accordance with consumer protection law and requirements. This includes being transparent about our services, fees, and any changes that may affect your studies.

2 Consideration of Applications

- 2.1 The University considers all applications on their merits and in accordance with its [Admissions Policy](#). Although feedback may be available, the University is not obliged to provide reasons for its admissions decisions.
- 2.2 The University reserves the right to vary entry requirements from time to time.
- 2.3 Offers of a place may be conditional on the applicant fulfilling either academic or other conditions, which will be set out in your offer letter.
- 2.4 You have a right to bring a complaint or appeal in respect of an admissions decision and the procedure to follow is set out in full in the Admissions Policy.

- 2.5 Students should also refer to the University's policy for the [*Admission and Support of Students Entering the University under the age of 18*](#) and [*Policy for the Admission of Applicants and Students with a Criminal Record*](#) as applicable.

3 Cancellations

- 3.1 If you want to withdraw from this Contract and cancel your acceptance of an offer, you should notify us within 14 days of the date that you accepted the offer.
- 3.2 You should let us know in writing of your decision to cancel the acceptance of your offer. You can do this by emailing admissions@port.ac.uk.

4 The University's Right to Withdraw Offers

- 4.1 The University reserves the right to withdraw an offer of a place in the following circumstances:
- a) You do not meet the academic conditions of your offer or other non-academic conditions required for entry to your specific programmes. (For some courses, applicants must undertake Disclosure and Barring Service (DBS) checks and/or occupational health checks: all additional non-academic requirements are clearly stated on the individual course pages).
 - b) You do not provide evidence of qualifications claimed.
 - c) You provide incorrect or fraudulent information which results in an offer of a place being made.
 - d) You are refused Academic Technology Approval Scheme ([ATAS information](#)) clearance, where this is applicable for the course you have applied for.
 - e) You are not eligible to obtain a visa to study in the UK.
 - f) You fail to register by the latest registration date.
 - g) Where all available places on a programme have been filled. The University will make every effort to offer suitable alternatives before withdrawing an offer (If a deposit has been received, this amount will be refunded in full).
 - h) Where reasonable adjustments cannot be made and no reasonable alternative can be offered.
- 4.2 Please refer to the University's Tuition Fee Policy for the circumstances in which we will refund your deposit.

5 Our Policies, Rules and Regulations

- 5.1 The University has a number of policies and regulations which apply to you as a student of the University, these include the [Student Conduct Policy](#), the Academic Misconduct Policy and the [Student Charter](#). The full set of policies and procedures that are applicable to you can be accessed [here](#). For the purposes of this Contract we will call all policies and procedures that are applicable to you “the Student Regulations”.
- 5.2 You agree that you will adhere to the Student Regulations.
- 5.3 The Student Regulations contain important information about the expectations that the University has of you as a student. This includes the standard of behaviour expected and how the University handles misconduct. They also cover your engagement with your studies and attendance at the University, and what happens if you are unable to attend. The regulations explain how your studies might be affected if you're absent. They also set out how you will be assessed. Finally, they provide guidance on how you can raise complaints and concerns to the University.
- 5.4 The University reserves the right to make reasonable changes to the Student Regulations. The reasons for such changes include, but are not limited to, ensuring that the Student Regulations are fit for purpose, to incorporate sector guidance or good practice and to respond to student feedback.

6 Your Course

- 6.1 The University will aim to deliver your course so that it matches the way in which it has been described to you by the University, for your year of entry, in print, online, and/or in person as closely as possible.
- 6.2 We may change aspects of your course to take account of a range of circumstances and to ensure the quality of your student experience. Examples of why we would make changes include but are not limited to:
- a) Minor Changes
 - Updates to reading lists or course materials.
 - Changes to assessment dates within the same academic period.
 - Minor timetable adjustments with reasonable notice.
 - b) Material Changes
 - Removal or significant alteration of core modules.
 - Changes to assessment methods that fundamentally alter the course.
 - Significant reduction in contact hours.
 - Changes to delivery location (e.g. on campus to online).
 - Changes to credit size.

- 6.3 Should it be necessary to make Material Changes to your course, we will provide you with reasonable notice of the proposed change and will consult with you on the potential impacts of the change. We will provide a clear explanation of the reasons for the change and will support you in your consideration of the available alternative options.
- 6.4 The University may provide a number of optional modules as part of your course. The University cannot guarantee that all optional modules will be available to all students.
- 6.5 Where we have made an offer for an advertised course, we will only suspend or withdraw that course in exceptional circumstances. These could include, for example, the departure of key academic staff or if the numbers of students do not constitute a viable cohort.
- 6.6 If we have to withdraw or suspend a course, we will inform you at the earliest opportunity, directly and through UCAS, and make every effort to provide a suitable alternative. We would first offer you an alternative at the University and if this proves not to be possible, we will provide support for you to find an alternative elsewhere.
- 6.7 Some courses, such as healthcare and teaching, will require students to register with a relevant professional statutory and regulatory body ("PSRB"). If you are a student on these courses, you must ensure that you are able to comply with the requirements of the PSRB and the [University's Fitness to Practise Procedure](#). Details of all of the courses which are covered by a PSRB are listed on the Fitness to Practise webpage on MyPort.
- 6.8 Some of the courses offered by the University will include a mandatory requirement for students to undertake placements as part of their course. If you are required to complete a placement you must abide by the provisions of the [Code of Practice for Work-based and Placement Learning](#) document. Students on placements remain bound by the relevant Student Regulations.
- 6.9 You agree that a failure to comply with paragraphs 6.7 and 6.8 shall be a material breach of this Contract which may lead to your withdrawal from placement or the termination of the Contract by the University.

7 Tuition Fees

- 7.1 The University's tuition fees are reviewed and approved annually by the University Executive Board and the Board of Governors and may be subject to an annual increase. Students admitted to a course that is delivered over several years of study should expect an increase in the tuition fee from one year to the next. The rate of increase will be published in student fee schedules well in advance of the start of the following academic year.

- 7.2 There are a range of different payment methods for paying tuition fees which can be found on our [webpages](#). We do not accept cash payments for tuition fees.
- 7.3 If we require you to pay a tuition fee deposit during the application process, you will be advised of this at the point an offer is made. Course fees will be indicated as part of your offer of admission, however, any discounts or fee waivers may not show at the point of offer as these may depend on you meeting specific conditions.
- 7.4 International students are required to pay a deposit in order to secure a Confirmation of Acceptance for Studies (“CAS”). This is refundable in accordance with University criteria/policy.
- 7.5 Policies and regulations relating to the payment of tuition fees and tuition fee deposits are set out in our [Tuition Fee Policy](#).
- 7.6 Some students may have their fees paid by the Student Loans Company. If so it is important to ensure that You are able to comply with the terms and conditions stipulated by Student Loans Company.
- 7.7 All students attending university in the United Kingdom are assessed as either ‘home’ or ‘overseas’ for the purposes of the tuition fee. In most cases, we can classify a student on the basis of information contained in your application. However, when this is not possible, we will ask you to complete a Fee Assessment Questionnaire, which will give us the information we require to assess your fee status accurately.
- 7.8 Your fee status will be assessed before the start of your studies and will normally apply for the duration of your course. For international students, the circumstances in which fee status may change during your course are described in UK Council for International Student Affairs (UKCISA) [guidelines](#).
- 7.9 The University reserves the right to re-assess and amend your fee status if we receive information after your initial fee status assessment that was not provided at the time the assessment was made. This may result in a refund due to you if you made an overpayment, or additional fee due to the University if you have made an underpayment.

8 Additional Costs

- 8.1 Tuition fees cover the cost of teaching provision and facilities. In addition to these fees, you are expected to cover other costs related to your study. These costs include:

a) Recommended Equipment

The University does provide IT provision such as open access IT suites, but some equipment may be required to support individual study (e.g. laptops) or equipment relating to specific types of courses (e.g. photography/fashion).

b) Books

Most core texts are held in stock in the University Library. Many books and the majority of journal articles are also available electronically. However, you may be advised to buy core textbooks or other publications.

c) Field Trips and Study Abroad

A large number of our courses include periods of study or work away from campus. These range from day visits, to longer periods of fieldwork in the UK or abroad, to a teaching block or academic year spent overseas.

While the cost of tuition provided during these study periods is covered by your tuition fee, you may need to pay additional expenses, including the cost of travel (in full or in part), your living expenses (e.g. accommodation costs and food), and the cost of any specialist equipment or clothing that you need.

More information, including indicative costs, where possible, will be found on the specific course page.

You can also contact your School or Department for an estimate of these costs.

d) General Living Expenses

Throughout your studies at the University you will need to cover the cost of your general living expenses, such as the cost of your accommodation, food, local travel and so on.

Our Student Advisors based in the Student Finance Centre can offer you advice on planning a budget and managing your money.

9 Our Obligations to You

9.1 **Service Delivery** – We will deliver your course with reasonable skill and care by providing:

- a) Teaching that matches the course description and learning outcomes;
- b) Access to necessary facilities, resources and equipment;
- c) Qualified and appropriate academic staff;
- d) Clear information about your progress and any concerns.

9.2 Information and Communication – We will:

- a) Provide clear, accurate and up-to-date information about your course;
- b) Communicate important changes to you promptly;
- c) Respond to reasonable enquiries in a timely manner;
- d) Maintain accessible records of your academic progress.

9.3 Fair Treatment – We will treat you fairly and in accordance with consumer protection law, including:

- a) Operating fair and transparent policies and procedures;
- b) Handling complaints promptly and impartially.
- c) Providing required reasonable adjustments.

9.4 Remedy and Compensation – Where we fail to meet our obligations, we will:

- a) Take prompt action to remedy any service failure;
- b) Provide appropriate compensation, in accordance with the terms of the University's Student Protection Plan.
- c) Ensure that any disadvantage to you is minimised.

10 Your Obligations to Us

- 10.1 You understand that following registration you are a student of the University community and agree as such that you will behave respectfully to other members of our community, this includes other students and staff.
- 10.2 You agree that you will familiarise yourself with and adhere to the Student Regulations and any other regulations and policies that are brought to your attention.
- 10.3 You agree that you will participate reasonably in University procedures, including those contained within the Student Regulations and, if a sanction is made against you, you will comply with it.
- 10.4 You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend and engage with taught sessions and undertake assessments and independent study as applicable, in accordance with the [Student Attendance and Engagement Policy](#) unless otherwise agreed with the University.
- 10.5 You will take care of the health and safety of yourself and others within the University community and cooperate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.
- 10.6 You will use your University email account for all communications with the University. You understand that the University will use your University email account

to communicate formally with you following registration unless we have agreed otherwise.

- 10.7 You agree that you will keep the contact information provided to the University up to date and inform the University promptly of any changes to this. You will also, where applicable, inform the University immediately of any changes to your immigration status.
- 10.8 You agree that you will undertake any mandatory training provided by the University in order to comply with Student Regulations.

11 Complaints

- 11.1 The University has in place policies which set out how you may make a complaint against the University.
- 11.2 If you are an applicant to the University, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the [Admissions Policy](#) and the [Applicant Complaint Procedure](#).
- 11.3 Following registration, you may raise a complaint about any aspect of your student experience in accordance with the [Student Complaints Procedure](#).
- 11.4 If your complaint cannot be resolved using the processes described above, it may be possible for you to request an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), provided that you became a registered student. The OIA's details are found at www.oiahe.org.uk.

12 Intellectual Property

- 12.1 If you have any queries about intellectual property ownership you should refer to the [Management of Staff and Student Intellectual Property Policy](#).
- 12.2 Intellectual property created by students does not automatically belong to the University, but all postgraduate students are required as a condition of their registration to agree to assign all intellectual property rights in inventions to the University. The University does not generally seek any ownership of intellectual property rights created by undergraduate students.

13 Data Protection

- 13.1 The University will process your personal data in accordance with all relevant data protection legislation.

- 13.2 Detailed information relating to how the University handles the personal data of applicants, students and alumni can be found within the University's [Data Privacy Statements](#).

14 Immigration Requirements

- 14.1 The University has specific duties to UK Visas and Immigration (UKVI) and a legal obligation to ensure that all students comply with UK immigration requirements. All international students must prove to the University that they hold an appropriate visa or other leave to remain. The following paragraphs 14.2 and 14.3 apply to international students:
- 14.2 You are expected to assist the University in discharging its duties to UKVI by cooperating with all reasonable requests for documentation and information so that the University can meet its duties to UKVI.
- 14.3 As part of your student visa application, you are responsible for the cost of your visa, and an immigration health surcharge (IHS) to allow you to use the UK National Health Service (NHS).

15 Limits on the University's Liability to You

- 15.1 If the University demonstrably fails to comply with its obligations under the Contract, it will be liable to you for any material losses which you suffer which are a foreseeable result of the University's breach of the Contract or its failure to use reasonable skill and care. The University's [Student Protection Plan](#) provides further details for situations where a local resolution of a problem cannot be found.
- 15.2 However, the University will not be liable to you for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach of Contract or if it was contemplated by you and the University at the time the Contract was entered into.
- 15.3 The University will not be liable to you if the loss or damage you have suffered is attributable to your own fault or that of a third party.
- 15.4 The University does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by the negligence of the University or its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other act or omission for which liability may not be limited by law.
- 15.5 The University shall not be liable and expressly excludes liability for:-

- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University;
- (c) financial or other consequential loss where such loss or damage is a result of theft, fire or flood; and
- (d) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under this Contract, if such failure or delay is due to a Force Majeure Event, provided the University has complied with its obligations under clause 0.

16 Events outside of our control

- 16.1 The University will do all that it reasonably can to provide your course as described on our website and in other documents issued by the University to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your course.
- 16.2 We shall not be liable to you for any failure in the delivery of the course arising from matters outside our reasonable control. Such events may include: severe weather, fire, civil commotion, riot, cyber-attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "Force Majeure Event").
- 16.3 We would normally expect such Force Majeure Events to be short term, and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your course and the performance of our obligations, and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 16.4 If a Force Majeure Event results in the complete inability to deliver your course for a continued period of six weeks or more and you are not satisfied with any such steps to mitigate the disruption caused, you may terminate your Contract with immediate effect.
- 16.5 Should you terminate your Contract pursuant to clause 16.4, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we

will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our [Tuition Fee Policy and Terms and Conditions](#)).

- 16.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative course at the University or an alternative higher education.

17 Termination of this Contract

- 17.1 **By you:** You may withdraw from the University and terminate your registration and this Contract at any time:

- a) To withdraw from your course after registration please follow the guidance provided on the University's MyPort site "[Changing Course or Leaving the University](#)".
- b) If you withdraw from your course you may still have to pay some or all of your tuition fees. Please refer to the University's [Tuition Fee Policy](#) for further information on this.
- c) In accordance with the provisions of clause 3.

- 17.2 **By the University:** The University may terminate your registration and this Contract and withdraw you from the University in the circumstances set out below:

- a) You do not pay your tuition fees. Ahead of any termination on this ground, we will work with you to consider any financial hardship support and payment plans
- b) You have failed to meet the conditions of the offer made to you.
- c) You have provided false, inaccurate, incomplete or misleading information in your application to the University or at any other time.
- d) You do not complete your registration with the University within the timeframe communicated to you.
- e) A decision is made that you may not continue as a student of the University in accordance with the Student Regulations.
- f) You no longer have permission to study in the United Kingdom or, where applicable, you do not meet your obligations under a student visitor visa or other leave to remain in the UK.
- g) You fail to meet the University's progression or award requirements, having been provided with reasonable opportunity and support to improve and access to a fair appeal process.
- h) You are unable to fulfil any requirement of your course, including obtaining and/or maintaining membership of specified organisations.

- i) Your behaviour represents a serious risk to the health, safety or welfare of you or others.
- j) You materially breach this Contract.

Should the University seek to terminate this Contract, you will be provided with reasonable notice of termination (except in the case of immediate safety risks), a clear explanation of the grounds of termination and a right to respond and provide mitigating evidence.

18 General

- 18.1 The University is a higher education corporation, established under statute with its principal office at Mercantile House, Hampshire Terrace, Portsmouth, Hampshire PO1 2EG, United Kingdom.
- 18.2 This Contract is personal to you, and you may not transfer it or your rights under the Contract to anyone else.
- 18.3 Aside from you and the University, no one else has any other rights under this Contract.
- 18.4 Each of the paragraphs of this Contract operates separately. If part of the Contract becomes void, illegal, invalid or otherwise unenforceable, the rest of the Contract will continue in full force and effect.
- 18.5 In the event of inconsistencies between this Contract and any other information provided to you, the terms of this Contract shall prevail.
- 18.6 Notices:
 - a) Any notice given under this Contract will be in writing.
 - b) The University will send any notice to you to your University email address. It is therefore very important that you ensure that the University has your up-to-date contact details.
 - c) You must send any notices either by post to The University of Portsmouth Higher Education Corporation, Mercantile House, Hampshire Terrace, Portsmouth, Hampshire PO1 2EG or by email to corporate-governance@port.ac.uk, in each case marked for the attention of the Executive Director of Corporate Governance.
- 18.7 Failure or delay by you or the University to enforce any breach of this Contract will not constitute a waiver of any part of the Contract and will not prevent you or the University from taking steps to enforce that part of the Contract.
- 18.8 This Contract is governed exclusively by the laws of England and Wales and you, and the University agree that any legal proceedings regarding the Contract or the services described in them will be brought solely in the English courts.