

SUMMARY OF TERMS AND CONDITIONS FOR STUDENTS ON UNDERGRADUATE AND POSTGRADUATE TAUGHT COURSES IN FULL-TIME AND PART TIME MODES FOR 2020-2021 ACADEMIC YEAR ENTRY SPECIFICALLY QA HIGHER EDUCATION PROGRAMMES

1. Whole Agreement

This summary document and the documents referred to herein, constitute the extent of the Agreement between QA Higher Education, Solent University and yourself. If at any time you change your mind and decide not to take up your place, or wish to defer your entry, please write to the Admissions and Enrolment Office as soon as possible. If after enrolment you wish to suspend your studies or withdraw from the course you must inform the Student Registry department QA Higher Education, but should be aware that you may remain liable for some or all of your fees as highlighted below. As a Tier 4 (General Student) Sponsor of the UK points based immigration scheme, the University is required to inform the Home Office where a Non-EEA applicant, having accepted the course and secured a visa using the University's sponsor licence number, fails to enrol at the University/QA Higher Education or later withdraws from the course. The terms of this offer and the regulations governing studies at Solent University are subject to English Law. By accepting the offer and subsequently by enrolling on the course, you are agreeing to abide by QA Higher Education's and the University's regulations, policies and procedures current at the time of enrolment or as changed in line with these terms and conditions.

2. Course information; Regulations; Policies and Procedures

Details of the University's courses and facilities are set out on the University's website and/or QA Higher Education's website. This offer is subject to the conditions outlined on the website and the University's academic and other regulations including finance, fee payment policies and disciplinary procedures. The Finance Terms & Conditions below will apply to students studying on QA Higher Education programmes.

(<https://www.solent.ac.uk/about/our-policies-and-legal-information/terms-conditions-undergraduate-and-postgraduate-courses>)

3. Entry criteria

Students are required to provide the Admissions and Enrolment Office with original or certified qualifications, as stated in their offer, prior to enrolment unless they are a UCAS applicant who has received confirmation via UCAS Apply. The University and QA Higher Education are entitled to withdraw the offer to you, or terminate your enrolment as a student of the University and QA Higher Education, if it is discovered that you have made false statements, omitted significant information or provided counterfeit or forged documents in your application to the University. Non-EEA students should note that their eligibility for a Certificate of Acceptance for Studies (CAS) will be assessed separately to the academic offer. The offer of a place on a course at Solent University and QA Higher Education should not be taken as confirmation that the University will be able to issue a CAS for non-EEA applicants.

4. Payment of All Fees and Charges

- i) All students are initially registered for the full duration of their academic course/programme and remain liable for their tuition fees. Tuition fees cover the provision of tuition and the cost of University facilities, including the libraries and computers which are available for use when studying.
- ii) Students remain liable in the case where they are in receipt of a student loan, and where a sponsor or other third party is paying the fees. Students remain responsible for all course fees if their sponsor defaults on the payment, for whatever reason.
- iii) Where your fees are being paid by a corporate sponsor or private loan a copy of the sponsorship agreement or loan schedule will be required at first enrolment and annually thereafter.

iv) If you are applying for a UK government student loan to cover the fees, details of the loan arrangement will be required at first enrolment and upon request annually thereafter.

v) All tuition fees are due annually, in full, at or prior to the commencement of a period of study. For students on courses less than a year's duration, including students on maritime senior courses, payment must be made in full prior to registration on their course.

vi) Non-EEA applicants:- Non-EEA applicants will be asked to pay a deposit of £5000 on acceptance of an unconditional offer and prior to receiving a CAS or the full fee if the total fee is less than £5000. Applicants/students who are subsequently refused a visa due to deception will not receive a refund. In all other cases the deposit will be refunded where an applicant/student provides evidence that a visa could not be obtained or when a CAS has not been issued by the University. Any other non-refundable deposits or prepayments which the student is liable for will be deducted from the amount refunded. In addition, where students have made payment through QA Higher Education, the deposit paid will be refunded by QA Higher Education less an administration charge of £150 if all other terms and conditions are met.

vii) Additionally non-EEA students are required to pay a minimum of 50% of their tuition fees and enter into a payment plan for the remainder of their tuition fees prior to enrolment. The total amount due for 2020-2021 is advised in your offer letter

viii) Students must have a payment plan for any unpaid course fees with a defined method of payment in place with QA Higher Education prior to registration on their course.

ix) Failure to pay tuition fees in accordance with the student's chosen payment option will result in the full amount of their annual fee becoming due immediately.

x) Students may be required to pay additional costs, including such items as the cost of personal membership to professional bodies and additional materials beyond the supplied standard provision, for example consumables for art and design courses. Additional costs also include optional field trips and enhancement activities for personal development which do not form part of compulsory assessment. Please note this is not an exhaustive list. Information on additional fees for your individual course has previously been identified and is on the course pages at; www.solent.ac.uk

xi) QA Higher Education reserves the right to take action to recover any outstanding debts, as per the University's Student Debt Management Policy. The policy includes the use of debt collection agencies, County Court action and the recharging of any fees incurred in this process to the student's account.

xii) Sanctions are imposed on students who fail to pay tuition fees and other related fees by the due date and on those students who have defaulted on agreed payment plans. Students will be informed in writing of the intention to impose sanctions. Any subsequent failure to pay may result in the student being withdrawn from their course. Students withdrawn for non-payment of tuition fees will remain liable for a proportional payment of tuition fees in line with the University's and QA Higher Education's withdrawal policy.

xiii) The application of sanctions may result in the following restrictions:

- a) The withdrawal of access to all University IT network and hardware (including Solent Online Learning).
- b) The removal of permission to borrow books from the Library.
- c) The termination of enrolment during the academic year.
- d) Students in debt for tuition and other related fees will be unable to progress onto further stages of the course or transfer to another course.
- e) Students in debt will be unable to register on a new course.

f) The withdrawal of the invitation and permission to attend the graduation ceremony and award certificates being withheld.

5. Attendance

i) QA Higher Education monitors student attendance. You are expected to attend all timetabled sessions of your course and to fully engage with the course by submitting and attending for all required assessments.

ii) As part of its duties as a sponsor of Non-EEA students, the University and QA Higher

Education is required to monitor the attendance of all Non-EEA students and to report to the Home Office those students who are not attending or fully engaged with their course.

iii) As part of its duties to funding bodies and sponsors, QA Higher Education and the University will share attendance and engagement data as required.

6. Changes to Teaching Sessions and Examinations

All reasonable steps will be taken by QA Higher Education and the University to provide educational services as described and to minimise any disruption to those services. However, QA Higher Education and the University reserves the right, to postpone, re-locate, re-structure or cancel any classes, tutorials, lectures, seminars or other teaching sessions or examinations due to the occurrence of any event or circumstance beyond its reasonable control (including, but not limited to, industrial action, whether on the part of QA Higher Education and the University's staff or otherwise, short notice absence of teaching or other staff, short notice unavailability of premises, facilities or materials.) QA Higher Education and the University will make all reasonable efforts to inform you of any such changes as early as possible.

7. Withdrawal, Cancellation and changes of Courses

- i) QA Higher Education and The University seeks to continually enhance its students' experience and achievement and to ensure that courses remain current and in line with sector best practice. As such modifications to courses or university regulations may be made following for example: Changes to the requirements of external sector bodies, Professional, Statutory or Regulatory Body requirements, Student feedback, External examiner feedback or other changes that the University believes will enhance the students' experience and or achievement, that affect either individual courses or the wider provision and assessment of Higher Education.
- ii) QA Higher Education and The University has made reasonable efforts to ensure that the information provided in the prospectus and on our web site is both helpful and accurate as at the date of publication. However, this information is subject to change over time. For this reason, it is particularly important that you should check the websites for updates (www.solent.ac.uk/https://qahighereducation.com/) or contact QA Higher Education using the contact details provided, prior to accepting an offer and before enrolling on the course.
 - (iii) Some circumstances (such as staff changes, resource limitations, industrial action or a change in the law or the level of demand for a particular course or unit and other factors over which the University has no control) may result in QA Higher Education and the University having to withdraw or change aspects of the course, units and/or student services detailed in the prospectus or previously on our website. This could include, but not necessarily be limited to, course/unit content, staffing, the location where the course / unit is taught or the manner of teaching delivery, and the facilities provided to deliver or support the course. In the unlikely event that the University does discontinue a course of study or changes it significantly before it begins, we will tell relevant individuals (for example, those with an offer of a place) at the earliest possible opportunity. In the case of other changes, we will ensure that they are reflected on our website as soon as possible and relevant individuals will be informed. Where QA Higher Education and the University has withdrawn or changed material aspects of the course, units and/or student services, any prospective or continuing student adversely affected to their detriment by those changes may request an exceptional change to their course of study (such as changing to a different course where possible) or other remedy (including permitting the student to transfer to another provider or to withdraw from the University without financial penalty) to mitigate any specific detriment suffered by that student as a result of the change(s). Any such requests should be made in writing to the QA Higher Education's student registry department and will be considered on a case by case basis.

8. Fees

The tuition fee and all other fees quoted are the level of fees to be charged in relation to the delivery of your course for 2020-2021. QA Higher Education and the University reserves the right to vary tuition fees in line with national inflation rates and subject to Government Policy on Higher Education. For other fees changes will be kept to a minimum, subject to changes in the cost of the provision to the University. Fees payable to external bodies are not set by QA Higher

Education or the University and as such beyond our control, resulting in any changes being passed to the student. Students will be notified of any planned changes as soon as possible. As the tuition fee is based on the information available at the time of offer, if it is subsequently found that an incorrect fee has been quoted, QA Higher Education and the University reserves the right to increase or decrease the fee accordingly.

9. Cancellation & Withdrawal

Once a student has accepted an offer to study at QA Higher Education and Solent University (firm or insurance), they will be able to cancel their acceptance within 14 days without giving any reason. The cancellation period will expire after 14 days from the date on which you accepted the offer, which is the date on which your contract with the University began. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear written statement, which may be sent by email to QAHE.Registry@qa.com. An example cancellation form can be found at: <https://www.solent.ac.uk/about/our-policies-and-legal-information/terms-conditions-undergraduate-and-postgraduate-courses/notice-of-right-to-cancel>

All students who withdraw before the start of their course or unit may be eligible for a full refund of any tuition fees paid, providing that prior to the commencement of the course, written notification of withdrawal has been received by QA Higher Education. Any deposits or regulatory prepayments paid prior to registration will not be refunded. Where they withdraw after commencing their course, they may be eligible for a reduction in fees depending on the length of the course, the student fee status, and at what point in the academic year they withdraw. Students attending a course lasting **less than a year** remain liable for the full fee regardless of date of withdrawal.

Students attending a course lasting an academic year or more, who withdraw within 14 days of their course start date, in their first year of study, will not receive a refund of any deposits or regulatory prepayments paid prior to registration unless exceptional circumstances apply but QA Higher Education will refund any other tuition fees that the student has paid. Students who withdraw after this period will be charged as detailed below.

Fee Status	First Term Withdrawal	Second Term Withdrawal	Third Term Withdrawal
Home/EU/EEA	25% of the annual fee	50% of the annual fee	100% of the annual fee
Overseas	50% of the annual fee	100% of the annual fee	100% of the annual fee
Postgraduate Research	Pro rata on a monthly basis based on the annual fee	Pro rata on a monthly basis based on the annual fee	Pro rata on a monthly basis based on the annual fee
Apprenticeships	Pro rata based on ESFA Terms and Conditions	Pro rata based on ESFA Terms and Conditions	Pro rata based on ESFA Terms and Conditions

10. Credit Balance Refunds

In all cases a refund will be made to the original payee. This may be the student or a person or organisation paying on the student's behalf such as a parent, employer or scholarship provider.

Where the original payment was made by debit or credit card then the refund amount will be sent to the card used. If the card has expired then the Income Team will contact the student for up to date bank details and the refund will be sent by bank transfer.

For all other overpayments the refund will be by bank transfer.

Where the bank transfer has been received from overseas, the payment will be refunded back to the account from which it was sent.

All refunds will be calculated in UK Sterling but may be refunded in the currency of the original payment. QA Higher Education will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.

Refunds will not be made in cash.

11. Apprentices

These terms and conditions apply to apprentices, however if there is a conflict between these terms and conditions and ESFA funding conditions, the ESFA funding condition will take precedent.