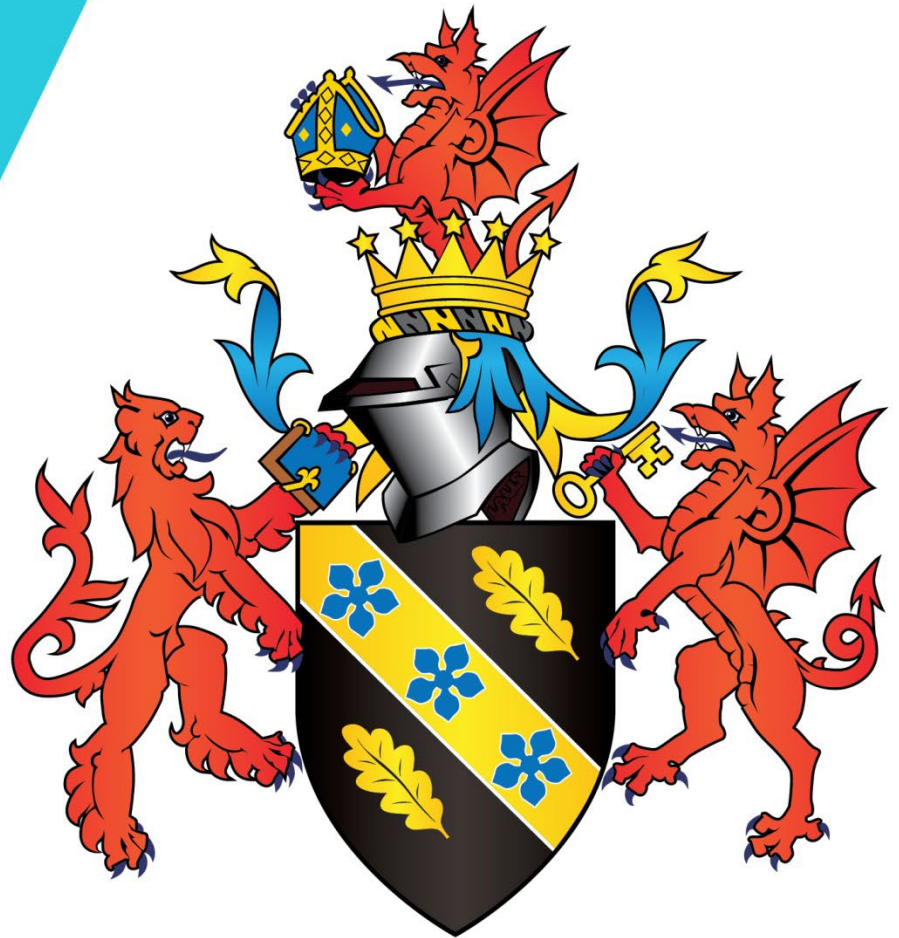




Prifysgol Cymru  
Y Drindod Dewi Sant  
University of Wales  
Trinity Saint David



# Student Agreement 2022-23

## Student Agreement 2022/23

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## Introduction

If you accept an offer of a place on a programme of study at UWTSD, you will enter into an agreement (a contract) with us. This Student Agreement (the 'Agreement'), together with your offer letter, is the legally binding contract that we will make with you and it is very important that you read it carefully before you accept your offer. The Agreement includes two Appendices which you should read.

At the time you enter into the Agreement you will be subject to UWTSD's Regulations, Policies and Procedures. We will ask you to enter into a Student Agreement each time you enrol with us.

The Agreement is applicable to all students with home fee status, meaning students who not have been assessed as international for tuition fee purposes.

In this Agreement we use the term 'programme of study' (shortened to 'programme') to refer to the various types of courses that we offer. These include degree programmes, apprenticeship programmes and short courses that may or may not lead to the award of credit or a qualification.

If you have any questions about the Agreement, please email: [registry@uwtsd.ac.uk](mailto:registry@uwtsd.ac.uk)

### 1. Payment of Fees

- 1.1 The tuition fees for your programme of study ('programme') are set out in your offer letter. Information is also provided on [UWTSD's website](#). Fees may increase annually. You must provide us with information about how you will meet your tuition fees when we ask for it.
- 1.2 You must pay your tuition fees and for any other charges that you may incur while studying with us, such as accommodation fees, when they are due. The primary obligation for the payment of tuition fees and any other charges rests with you as the student. You must also ensure that you are able to meet any additional costs associated with your programme, as described on our website.
- 1.3 We will invoice you for the full amount or remaining portion of your tuition fees for each year of your programme at the start of your academic year. There may be occasions when we will not do this, such as when your fees are being paid to us direct by an external body or your employer or sponsor.
- 1.4 If you are enrolling on the basis that you are or will be applying for a tuition fee waiver, bursary or other UWTSD funding source, you must pay the full amount due if the application is not approved.
- 1.5 If you are living in [UWTSD accommodation](#), you must pay your accommodation fees and any associated charges in accordance with the payment schedule provided and our terms and conditions for residential accommodation.
- 1.6 If you do not pay your tuition and other fees when they become due, and you do not make satisfactory arrangements for paying any outstanding debt, we reserve the right to commence legal proceedings to recover the debt. If you have outstanding tuition fee debt at the end of your academic year, we will not normally allow you to progress to the next year of studies, to receive your award or to graduate. If you have outstanding

accommodation fees, we will not normally allow you to continue to live in UWTSD accommodation.

## 2. Accuracy of Information

- 2.1 When you enrol with us we will ask you to confirm that you have given full and accurate information about yourself. If this information changes after you have enrolled, you must email us at:

Wales-based programmes - [registry@uwtsd.ac.uk](mailto:registry@uwtsd.ac.uk)

London-based programmes - [londonstudentservices@uwtsd.ac.uk](mailto:londonstudentservices@uwtsd.ac.uk)

Birmingham-based programmes - [birminghamstudentservices@uwtsd.ac.uk](mailto:birminghamstudentservices@uwtsd.ac.uk)

- 2.2 We reserve the right to terminate our contract with you if it emerges at a later date that you have provided us with any incomplete, incorrect or misleading information.

## 3. Criminal charges, criminal convictions and DBS checks

- 3.1 We ask you to notify us immediately if you receive any criminal convictions at any point after you enrol with us until the completion of your programme.
- 3.2 If your programme is professionally regulated or subject to Disclosure and Barring Service (DBS) checks, you must notify us immediately if your circumstances change relating to fitness to practise or DBS. This includes notifying us immediately of any criminal charges that you face and any criminal convictions.
- 3.3 You are responsible for ensuring that you have a valid DBS certificate in place at the start of your programme and you must make it available to us on demand.
- 3.4 If your programme is not professionally regulated or subject to DBS checks, and you choose to study a module or undertake a placement that is subject to DBS checks, you are responsible for ensuring that you have a valid DBS certificate in place at the start of the module or placement and you must make it available to us on demand.

## 4. Communicating with UWTSD

- 4.1 On enrolment you will be allocated a UWTSD email account and access to the student portal on MyTSD. All communications from us will be sent through these channels and you must check them regularly.

## 5. UWTSD Regulations, Policies and Procedures

- 5.1 You agree to comply with all of [UWTSD's Regulations, Policies and Procedures](#).

- 5.2 You are responsible for familiarising yourself with the regulations, policies and procedures that apply to you. In particular:
- 5.2.1 Our [Student Charter](#) explains the responsibilities that UWTSD has to its student body and the responsibilities that you have while studying with us;
  - 5.2.2 Our [Academic Quality Handbook](#) describes the academic regulations, policies and procedures that apply to all students, for example:
  - 5.2.3 Our requirements about your academic engagement, academic progress and attendance are described in Chapters 6-8 and Chapter 12 of the [Academic Quality Handbook](#). If you do not meet these requirements you may not be permitted to progress on your programme.
  - 5.2.4 Our regulations about academic misconduct, including plagiarism and the processes we use to detect it, are described in our Academic Misconduct Policy (Chapter 12 of the [Academic Quality Handbook](#)). If you do not follow these regulations, we may need to take disciplinary action and you could face academic penalties and/or expulsion. By enrolling with us, you are authorising your work to be checked against the Plagiarism Detection Service database.
  - 5.2.5 Our Academic Appeal Policy (Chapter 12 of the [Academic Quality Handbook](#)) describes how you can appeal about an academic decision we have made about you and how will respond.
  - 5.2.6 Our requirements of student behaviour are described in our Student Code of Conduct and our Non-Academic Misconduct Policy (Chapter 12 of the [Academic Quality Handbook](#)). If you do not follow these regulations, we may take disciplinary action and you could face sanctions and/or expulsion.
  - 5.2.7 Our Support for Study Policy and Procedure (Chapter 12 of the [Academic Quality Handbook](#)) describes the steps we may take if there are concerns about your health and wellbeing or about your ability to study on your programme.
  - 5.2.8 Our Fitness to Practise Policy (Chapter 12 of the [Academic Quality Handbook](#)) applies to students on professionally focussed programmes and describes the steps we may take if there are concerns about your fitness to practise.
  - 5.2.9 Our Student Placements Protocol (Chapter 11 of the [Academic Quality Handbook](#)) describes our requirements about the organisation of and conduct during any placement that may form part of your programme.
  - 5.2.10 Our Intellectual Property Policy: Students (Chapter 12 of the [Academic Quality Handbook](#)) describes our rules relating to intellectual property created by our students.
  - 5.2.11 Our Safeguarding Policy (Chapter 12 of the [Academic Quality Handbook](#)) describes our procedures and responsibilities for responding to safeguarding concerns.
  - 5.2.12 Our regulations about the use of IT at UWTSD are described in our [IT Acceptable Use Policy](#). If you do not follow these regulations, we may take disciplinary action and you could face sanctions and/or expulsion.

- 5.2.13 Our rules on smoking on University premises are described in our [Student Smoking Policy](#). If you do not follow these regulations, we may take disciplinary action and you could face sanctions and/or expulsion.
- 5.2.14 Our regulations about payment of sums owing to us are set out on the [Student Fees and Finance pages](#) of our website. If you do not pay money that you owe to us, we may take action to recover the debt and you could face sanctions and/or expulsion.
- 5.3 If you live in UWTSD accommodation, residential terms and conditions will also apply to you.

## 6. Making changes

### *Changes to programmes of study*

- 6.1 Our offer of a place to study at UWTSD is based on the latest available information about the programme on the date that the offer is made. The programme information on our website includes a list of the modules that may be available for your programme. We do not guarantee that optional modules will run or be available to all students. Your choice of modules may be restricted by limits on timetabling, staffing, facilities, or the number of places on the module.
- 6.2 We will endeavour to deliver our programmes in the way they are described on our website for the academic year in which you start studying with us. We have the right to make reasonable changes to a programme where they are needed to help us give students a better educational experience. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students. We formally review our programmes annually and we re-approve (or 're-validate') them periodically.
- 6.3 Programmes that are subject to approval or re-validation, or where there is a minimum number of students that we need to run the programme, are labelled on our website. Annual reviews often result in **minor or 'non-material' changes** which will not affect the nature, focus or purpose of the programme. We will normally make changes only if the overall effect of the change is not significant and is either neutral or advantageous to students. However, **major changes** may sometimes be unavoidable during annual review and at other times to refresh programme content or because of unforeseen issues such as staff availability, research supervisor availability, student numbers or the availability of resources. Major changes are also often made when a programme is re-validated.
- 6.4 If we need to make **major changes**, we will try to keep them to a minimum. If you have accepted an offer, we will contact you in writing as soon as we reasonably can if we make major changes to the programme information on our website or to other information we have given to you. We will invite you to confirm your acceptance of the changes either in advance or at enrolment.
- 6.5 If we withdraw or defer a programme that you have applied to, we will make you an offer of alternative arrangements where we are reasonably able to do so, subject to (as relevant) availability of places and to you satisfying any relevant entry, academic or other conditions. For example, we may offer a suitable replacement programme, or a refund of fees and

your deposit if you have paid one, or we may offer reasonably to assist you to secure a place at another provider. There may be limits or conditions on the offer.

- 6.6 If you have already enrolled with us we will discuss any major changes that affect you in advance and ask for your views. We will contact you in writing about our plans. Our aim will always be to maintain a high quality student experience. If you are not satisfied with the changes, we will offer you the opportunity to withdraw from your programme. If you wish, we will provide you with reasonable support to transfer to another programme with us or to another provider.
- 6.7 More information about how we **define minor and major changes** and how we will communicate with you about them is provided in Appendix 1 to this Agreement.

### ***Changes to Regulations, Policies and Procedures***

- 6.8 We have the right to add to, delete or make changes to our Regulations, Policies and Procedures, and any associated codes or procedures. We usually make changes for one or more of the following reasons:
- 6.8.1 to ensure that our Regulations, Policies and Procedures are fit for purpose;
- 6.8.2 to assist us in the proper delivery of education;
- 6.8.3 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;
- 6.8.4 to incorporate sector guidance or best practice;
- 6.8.5 to incorporate feedback from students; and/or
- 6.8.6 to aid clarity or consistency of approach.
- 6.9 We will consult with the Students' Union (SU) before making any changes to Regulations, Policies and Procedures that affect students.
- 6.10 Any changes will normally come into effect at the start of the next academic year. Some may be introduced during the academic year if we consider it is in students' interests, or if required by law or in other exceptional circumstances. We will take all reasonable steps to minimise disruption to students
- 6.11 The updated Regulations, Policies and Procedures will be made available on our website. They may also be publicised by other means so that you are made aware of any changes.

## **7. Events outside our control**

- 7.1 We will do all that we reasonably can to provide the programme, related educational and other services and facilities as described in the material information set out on our website or other documents we have issued to you. However we will not be liable or responsible

for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by an **event outside our control**.

- 7.2 An event outside our control means any act or event beyond our reasonable control including without limitation:
  - 7.2.1 strikes, lock-outs or other industrial action by our staff or by third parties;
  - 7.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster or 'act of god';
  - 7.2.3 failure of public or private telecommunications networks;
  - 7.2.4 pandemic, epidemic and any restrictions or requirements that might be imposed on any government or relevant authority, and will include, for example, any disruption caused as a result of ongoing Covid-19 disruption.
- 7.3 If an event outside our control takes place that affects the performance of our obligations to you under this Agreement:
  - 7.3.1 we will contact you as soon as reasonably possible to notify you;
  - 7.3.2 we will make any such changes to the programme, our facilities or the Agreement as we deem necessary to ensure that we comply with any government requirements or to otherwise mitigate the impact of such an event on you;
  - 7.3.3 our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.
- 7.4 The changes that we make may include, for example:
  - 7.4.1 offering you the opportunity where reasonably possible to transfer to another programme;
  - 7.4.2 deferring the start date for your programme;
  - 7.4.3 delivering your programme in a different way, from another location or online, or at another time;
  - 7.4.4 delivering a modified version of the same programme;
  - 7.4.5 assisting you to transfer to complete your programme at another provider;
  - 7.4.6 delivering other services and facilities in a different way, from a different location or online;
  - 7.4.7 offering you a refund or compensation where appropriate.
- 7.5 If you are not satisfied with the steps taken to mitigate the disruption caused, you may terminate this Agreement and/or make a complaint under our [Student Complaint Policy](#).



- 7.6 Where, as a result of any of the above events, it is necessary to close or discontinue or cease to deliver your programme, we will do all that we reasonably can to assist you to transfer to another provider and we will refund fees in accordance with our refund policy and schedule.

## 8. Students' Union

- 8.1 When you enrol with us, you will automatically become a member of the [Students' Union](#). If you decide that you do not wish to be a member, you must contact the Students' Union to cancel your membership.
- 8.2 UWTSd's [Code of Practice on the Students' Union](#) describes how our governing body fulfils its responsibilities under the Education Act 1994. There is also a Relationship Agreement between UWTSd and the Students' Union which is reviewed annually.

## 9. Data Protection

- 9.1 By entering into this Agreement, you are giving consent for us to store and process your personal information in accordance with the UK General Data Protection Regulation and Data Protection Act 2018.
- 9.2 Details of how we use and protect your data are available within our [Data Protection Policy](#), [Applicant Privacy Statement](#) and [Student Privacy Statement](#). The Applicant Privacy Statement and Student Privacy Statement describe your rights in relation to the data that we hold.

## 10. Your cancellation rights when you accept our offer

- 10.1 If you accept our offer, you will be accepting this Agreement. You have a legal right to change your mind and cancel your agreement within 14 days of accepting our offer. You do not have to give a reason. The 14 days are known as the **statutory cancellation period**. You may cancel by completing and returning the cancellation form attached as **Appendix 2** to this Agreement. If you are a UK applicant, you may also telephone us at 0300 323 1828 or email us at: [registry@uwtsd.ac.uk](mailto:registry@uwtsd.ac.uk). If you have applied to us through UCAS, you must also contact UCAS direct.
- 10.2 If you cancel the Agreement within 14 days of accepting our offer and you have already paid a deposit or made other payments to us, we will refund the payments in full using the same means of payment as you used for the initial transaction (unless you have expressly agreed otherwise).
- 10.3 If you accept our offer but you then decide that you want to postpone your start at UWTSd, you must contact us by emailing [registry@uwtsd.ac.uk](mailto:registry@uwtsd.ac.uk). We may agree to defer your place or we may ask you to re-apply. We may not refund your deposit unless you have told us that you want to postpone your start within 14 days of accepting our offer.

- 10.4 If your programme is due to begin within 14 days from the date you accept our offer, then by accepting the offer you are expressly agreeing that our service to you will begin within the statutory cancellation period. If you subsequently decide to cancel the Agreement within the statutory cancellation period you will have to pay a proportion of the programme fees (to cover the period from the start of your programme to the date of cancellation).
- 10.5 If we have informed you that we are making changes to a programme for which you have accepted an offer, you have the right to withdraw your application and terminate the Agreement or transfer your application to another programme at UWTSd.
- 10.6 You may terminate the Agreement with immediate effect by giving written notice to us if you have accepted our offer using the UCAS system as your 'Insurance' choice and you decide to study at your 'Firm' choice institution.

## 11. Your cancellation and withdrawal rights at the start of your programme

- 11.1 In addition to your statutory cancellation rights after you accept our offer, you have a right to withdraw from your programme before you enrol or to withdraw within 14 days after your programme start date. You do not have to give a reason. You may cancel by completing and returning the cancellation form attached as Appendix 2 to this Agreement. If you are a UK applicant, you may email us at: [registry@uwtsd.ac.uk](mailto:registry@uwtsd.ac.uk) or by telephoning us at 0300 323 1828.
- 11.2 If you withdraw within 14 days of the programme start date we will refund any fees that you have paid. We will not refund any deposit that you paid when you accepted our offer.
- 11.3 If you choose to withdraw or suspend your studies you are responsible for ensuring that you are aware of any financial implications specified by the Student Loans Company or any sponsor that you may have.

## 12. Your termination rights after 14 days

- 12.1 Without affecting any other right or remedy available, you may terminate this Agreement with immediate effect by giving written notice to us if:
- 12.1.1 we commit a serious (material) breach of the terms of the Agreement and we have not been able to put things right within a reasonable time in accordance with our procedures;
- 12.1.2 a termination right arises as a result of an event outside our control;
- 12.1.3 you are not content with a major change that we have made to your programme or to the Agreement.

## 13. Our termination rights

- 13.1 Without affecting any other right or remedy available to us, we may suspend or terminate this Agreement by writing to you if, having followed the processes described in our Regulations, Policies and Procedures, we have decided that:
- 13.1.1 you have failed to provide us with satisfactory evidence that you have met the entry requirements for your programme;
  - 13.1.2 you have given us information that is untrue or misleading (see above, Accuracy of Information);
  - 13.1.3 you have not provided us with a valid DBS certificate when required (see above, Criminal charges, criminal convictions and DBS checks);
  - 13.1.4 you must leave your programme for academic or disciplinary reasons (see above; Academic Quality Handbook Chapters 6-8 and Chapter 12; Academic Misconduct Policy; Student Code of Conduct; Non-Academic Misconduct Policy; IT Acceptable Use Policy; Student Smoking Policy);
  - 13.1.5 you have become incapable of managing your own affairs or completing your studies (see above, Support for Study Policy and Procedure; Fitness to Practise Policy);
  - 13.1.6 you (or a relevant nominated third party) have failed to pay any amount due under the terms of the Agreement (see above, Payment of Fees);
  - 13.1.7 you have committed a serious (material) breach of the Agreement and (if such breach is remediable) you fail to remedy that breach within a period of 28 days after being notified in writing to do so;
- 13.2 We may also suspend or terminate this Agreement immediately by writing to you if:
- 13.2.1 you have failed to enrol;
  - 13.2.2 we have lost our legal or regulatory right or relevant approval to provide your programme;
  - 13.2.3 a termination right arises as a result of an event outside our control.
- 13.3 If we terminate the Agreement for a reason relating to your wrongdoing or actions, you will remain liable for any tuition and other fees due under the Agreement.

## 14. Student complaints

- 14.1 Our Student Complaint Policy (Chapter 12 of the [Academic Quality Handbook](#)) provides information about how to make a complaint about the standard of service we provide and how we will respond. If you have made a complaint to us and you remain dissatisfied with the outcome, you have the right to request a review by the Office of the Independent Adjudicator (OIA) for Higher Education (OIA) using the procedures published the OIA website: [www.oiahe.org.uk](http://www.oiahe.org.uk)

## 15. General

- 15.1 This Student Agreement is a contract between UWTSO ('we') and the student ('you'). No other person will have any rights to enforce any of its terms.
- 15.2 Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3 If we fail to insist that you perform any of your obligations under these terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 15.4 This Agreement is governed by English law. We and you agree that any issues arising in relation to the Agreement will be dealt with by the English and Welsh Courts. However, if you are a resident of Northern Ireland, you may also take action in the courts of Northern Ireland, and if you are a resident of Scotland, you may also take action in the courts of Scotland.

## Appendix 1 – Major and minor changes and communications

An offer of a place to study at the University shall be based on the latest available information about the Programme of Study, as at the date of acceptance of the offer. Applicants will find information such as the core modules and an indication of optional modules on the course pages of the University's website.

However, changes to programme information, including to programme description, content, mode and/or location of delivery and/or timetable, services, facilities and/or the University's Royal Charter, Statutes, Ordinances, Regulations and Academic Guide may be necessary.

Reasons for changes include, but are not limited to, the following reasons:

- to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
- to respond to sector good practice or quality enhancement processes;
- to keep programmes contemporary by updating practices, modules or areas of study;
- because of circumstances outside the reasonable control of the University, such as a key member of staff leaving the University or being unable to teach (where the programme or module is reliant on that person's expertise);
- enhancement to the University's Estate and Facilities and planned relocation of Schools;
- Other circumstances outside the reasonable control of the University including industrial action, severe weather, public health pandemics, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of a communicable disease making a programme unsafe to deliver.

Changes to programmes or modules may also need to be made where the minimum number of students required to ensure a good educational or student experience has not been met. Please note that in some exceptional circumstances, programmes may be withdrawn (prior to commencement) for this reason.

If changes to your programme are made after you have accepted your offer, the University will take reasonable steps to notify you of those changes.

If your programme is withdrawn or if fundamental changes to your programme are made after you have accepted your offer, the University will take reasonable steps to give you early notification and where applicable offer a suitable alternative programme at the University. You will also be entitled to withdraw from your programme and apply for a refund or partial refund of any tuition fees you have paid.

UWTSD considers the following instances to be defined as **major changes**:

- a change to the title of the programme or award, or the introduction of a new award within a programme;
- a change to the mode of delivery (full-time/part-time/blended learning/language etc.);
- a change to the location of delivery (different campus, off-site or outreach);
- the introduction of a new named pathway within an approved award;
- introduction of new material or new modules which result in a material change;
- a change that carries additional requirements in respect of resources, including any additions or changes to intake dates.

UWTSD considers the following instances to be defined as a **minor changes**:

- changes to the learning outcomes, the assessment methodology, or the indicative content of existing modules;
- a change to the title of an approved module;
- the addition of an approved module to a named pathway;
- the introduction of new material or new modules which do not result in a material change to the programme;
  - where a material change would occur, then the procedures for major modifications or revalidation would be followed)
- minor structural changes;
- offering an approved module within the programme in a different language.

However, it is important to recognise that this is not an exhaustive list and there may be other instances of major or minor changes.

## Appendix 2 – Cancellation form

This form should either be completed electronically using Adobe Acrobat Reader, or if you wish to complete the form by hand, please complete in BLOCK CAPITALS and use black ink.

<p><i>This form may be used to inform the University of Wales Trinity Saint David that you wish to cancel your place on your chosen programme. To exercise your right to cancel, you should inform us of your decision to cancel within 14 days from the date that you accepted your offer. You are not required to provide any reason for your decision. You are also not obliged to use this form. A written statement informing us of your decision to cancel and sent to the relevant address below will also be acceptable.</i></p>					
Student Number					
Title Mr/Mrs/Miss/Ms/Other					
Surname / Family Name					
Forenames / Given Names					
Date of Birth (DD/MM/YYYY)					
Permanent / Home Country Address					
County/State					
Post/Zip Code					
Country					
Home Telephone Number					
Mobile Phone Number					
Email					
Programme of study					
Year of entry (i.e. Year 1/2/3)					
Location	Swansea	Carmarthen	Lampeter	Cardiff	Birmingham
	London	Distance	Other – please specify		
<p><b>I confirm that I wish to cancel my place to study at the University of Wales Trinity Saint David.</b></p>					
<p><b>Signature of Applicant:</b> By typing your name here, you are signing this form electronically.</p>				<p><b>Date:</b></p>	
<p>This form may be submitted electronically, or as a hard copy by post to the address below:  <a href="mailto:admissions@uwtsd.ac.uk">admissions@uwtsd.ac.uk</a>            Admissions Office, Registry, UWTSO, College Road, Carmarthen, SA31 3EP, UK</p>					