

## Student Terms and Conditions

### 1 Introduction

- 1.1 This agreement sets out the terms and conditions between York St John University and students on undergraduate, postgraduate taught, postgraduate research, and continuing professional development programmes leading to the award of a degree, diploma, or certificate which commence in the 2023-24 academic year. The terms and conditions which will apply to students commencing programmes in subsequent years may differ from those included in this agreement.
- 1.2 It is very important that you review these terms and conditions and the documents detailed within them carefully before accepting any offer made by the University.

### 2 Definitions

- 2.1 “we/us/our” and “the University” refers to York St John University, Lord Mayor’s Walk, York, YO31 7EX
- 2.2 “you/your” refers to a prospective or registered student of the University.
- 2.3 “Admissions Process” means that process in which applications are handled by us. This includes applicants who apply via a third-party organisation, for example the Universities and Colleges Admissions Service (UCAS), and partner organisations with which the University has a franchise agreement, but excludes applications to partner organisation where the University plays no role in the admissions process.
- 2.4 “Contract” means the legally binding agreement between you and us in relation to your enrolment on a Programme and the provision of an educational service by us.
- 2.5 “Offer” means the offer by us to you of a place on a Programme subject to the terms and conditions set out below and any conditions attached to the Offer.
- 2.6 “Programme/Course” means your prospective or registered programme of study or research with us.
- 2.7 “Programme Specification” means the document that provides a concise description of the programme of study available at [www.yorks.ac.uk/registry/programmes/](http://www.yorks.ac.uk/registry/programmes/).
- 2.8 “Prospectus” refers to the printed booklet advertising our programmes to potential students and which is usually published 18 months prior to the start of a programme. Information may be liable to change and further reference to the website is recommended prior to application.
- 2.9 “Regulations” means those University regulations which apply to your registration as a student at the University.
- 2.10 “Student” means a prospective or registered student, previously an applicant.
- 2.11 “Tuition Fees” means the fees charged by the University for the provision of Programmes to students.
- 2.12 “Website” means the University’s website at [www.yorks.ac.uk](http://www.yorks.ac.uk) and the University’s London campus website at [www.ysulondon.ac.uk](http://www.ysulondon.ac.uk).

### 3 Our Contract with you and its formation

- 3.1 These terms and conditions record the terms of the Contract which will be formed between you and us when you accept our offer. You are asked to indicate that you have read, understood and accept these terms and conditions by using the acceptance link which you will receive via email. If you have any questions or concerns about these terms and conditions, you should contact us by email at [admissions@yorks.ac.uk](mailto:admissions@yorks.ac.uk) before accepting the Offer.
- 3.2 In addition to these terms and conditions, there are policies and regulations which apply to your registration at the University and your Programme. You can find the list of key policies and regulations in section 18. Please take the time to read these carefully as these policies and regulations (as amended from time to time), together with these terms and conditions and the terms of the Offer form the Contract between you and us.
- 3.3 The Contract continues to apply throughout your registration on the Programme but may be terminated in accordance with section 9 below.

## 4 Application and admission to the University

### Your application

- 4.1 All offers for entry will be made either through:
  - i. UCAS application system for full time undergraduate applicants;
  - ii. DfE Apply system for postgraduate full-time teacher training, including School Direct applications; or
  - iii. Us, where a direct application is made via our website or through an international agent.
- 4.2 The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by the University and any particular requirements prescribed by the relevant School (as set out on our Website and in our Offer). Whilst there is no right of appeal against an academic decision, the [Applicant Appeals and Complaints Policy](#) lays out your right to complain or appeal against a procedural error or if there has been evidence of bias.
- 4.3 The Offer may be conditional or unconditional. This will be set out in either the Offer letter sent to you directly or through the UCAS online portal. If the Offer is conditional, we will set out the conditions of the Offer which you need to fulfil in order to be admitted on to the Programme.

### Accuracy of your application information

- 4.4 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 4.5 We may withdraw or amend any Offer, without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information. We also reserve the right to report any applications we suspect are fraudulent to the UCAS verification unit, UKVI or other official body where appropriate.

### Disclosure and Barring Services and other checks

- 4.6 You may also be required to meet non-academic conditions of entry, such as undertaking and producing a satisfactory Disclosure and Barring Service (DBS) check, or meeting occupational or other course-appropriate requirements.

### Immigration, visa, and English language requirements

- 4.7 International students (i.e. who require), a visa to study in the UK.) To apply for a visa, international students must meet the sponsorship conditions required in order to have a Confirmation of Acceptance for Studies (CAS) issued by the University. The CAS is a unique reference number which confirms that the University has agreed to be your Student Visa sponsor and provides information about you, and your study, to UK Visas and Immigration (UKVI) as part of your visa application.  
Further information in relation to visas for international students can be found on the [visa and immigration webpage](#).
- 4.8 If you are a student who is sponsored under the Student Visa route of the UK Visas and Immigration (UKVI) points-based system, you must do the following:
  - i. You must meet all of the requirements set out in the Immigration Rules, the UKVI Student Visa guidance or other Home Office requirements in force from time to time, including:
    - a. your knowledge of the English language;
    - b. attendance and checkpoint monitoring;
    - c. checking the terms of your visa are correct;
    - d. reporting any updates or changes to your immigration status;
    - e. keeping your UK address, phone number and personal email address up to date on your student record; and
    - f. complying with working hours restrictions as stated on your visa.
  - ii. You must comply with any reasonable requests we make for you to provide us with information, documents, evidence or help to allow us to meet our Student Visa sponsor obligations.
  - iii. You must tell us if your right to live and study in the UK changes at any time or if your visa status changes, runs out, or will run out before you are able to complete your course.
  - iv. If you are a student who needs sponsorship under Student Visa route of the UKVI points-based system you must tell us, by contacting us via email at [visa@yorksj.ac.uk](mailto:visa@yorksj.ac.uk), if your right to live and study in the UK changes at any time, or if your visa status changes, runs out or will run out before you are able to complete your course.

We may report any application we suspect is fraudulent to the UCAS Verification Unit or the Home Office.

- 4.9 If your first language is not English, the Offer may also be conditional upon you passing an English language test. Further details about English language requirements can be found on the [English Language Requirements webpage](#).

- 4.10 As a registered student, you are responsible for meeting the conditions of your visa and the Immigration Compliance Regulation; if you fail to meet these conditions, your registration at the University may be terminated.

### **Meeting the conditions of your Offer**

- 4.11 If you have been issued with an Offer which is conditional on the achievement of a qualification or fulfilment of another requirement, you will need to fulfil the conditions as stated in the Offer to become eligible for admission to the University.
- 4.12 If you have not fulfilled all the conditions of your Offer by the dates set below, we reserve the right to reject your application:
- i. By the 27 August for UCAS and UTT full-time applicants;
  - ii. Prior to the start of the academic year as stipulated in the conditions of your Offer for applicants applying directly to us.
- 4.13 There may be additional dates specified in your conditions of Offer by which you must meet specific components of the Offer – should you fail to meet them as set we reserve the right to withdraw your Offer.
- 4.14 Those applicants receiving an Offer after the deadline date, as set out above, will receive a specified fulfilment date in their conditions of Offer.
- 4.15 We reserve the right to withdraw your Offer or to defer your application to the next year of entry should you fail to meet the specified fulfilment date.

### **Conditions of admission**

- 4.16 Your admission to the University is subject to you complying with the terms of the Contract and our registration procedures and subject to you agreeing to observe our regulations and policies as per section 6 below.
- 4.17 You will be required to make a declaration as part of your enrolment process that you undertake to comply with our regulations and policies.
- 4.18 We require evidence of your qualifications as stated on your application (including English language qualifications if required) before admission. You will be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation. Undergraduate applicants for whom we have received results via UCAS will not need to provide original certificates.
- 4.19 Where admission to the Programme is dependent on an enhanced DBS disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the University has been obtained. Any registration may be revoked and this Contract may be terminated in the case of an unacceptable disclosure.
- 4.20 Where admission to the Programme is not dependent on an enhanced DBS check, all applicants will be asked to make a declaration about criminal convictions at the point where an offer is accepted. You will be contacted at this stage of the admissions process and be asked to declare unspent criminal convictions relating to specific offences. Please see section 19 of this document for a list of relevant offences and our Policy on Admission of Students with Criminal Convictions for further details.
- 4.21 The University requires prospective students to disclose any serious unspent convictions so that an assessment can be made as to whether admissions can be granted or granted with restrictions or conditions.
- 4.22 Any failure to disclose relevant convictions under this condition shall constitute a breach entitling the University to terminate the contract, and may also constitute a disciplinary offence.

### **Relevant Criminal Convictions**

- 4.23 Relevant criminal convictions that should be declared once an offer has been accepted for Programmes that do not require an enhanced DBS check (see section 4.6) are listed below. Unspent criminal convictions (as defined by the Rehabilitation of Offenders Act) related to offences involving:
- i. violence (including aggravated bodily harm, grievous bodily harm and other crimes under the Offences against the Person Act);
  - ii. possession of firearms or other dangerous weapons;
  - iii. offences relating to terrorism;
  - iv. arson;
  - v. hate crime (i.e. offences with an aggravated element relating to race/religion/disability/sexual orientation/gender identity);
  - vi. sexual offences;
  - vii. sexual or other forms of harassment;
  - viii. stalking;
  - ix. domestic abuse;
  - x. coercive control; and/or

- xi. the illegal supply of drugs.

## 5 Changes to our Contract with you

### Changes to your Offer

- 5.1 We reserve the right to make change to your Offer at any time before you accept it:
  - i. to comply with external, professional, accrediting or other regulatory body requirements; or
  - ii. to comply with a change to the law.
- 5.2 In the unlikely event of there being a requirement to make a material change to the Offer before you have accepted it, you will be informed prior to the change.
- 5.3 If we wish to make any changes to an Offer after you have accepted the Offer, we will enter into a dialogue with you to explain the situation and to obtain your consent for any changes.

### Changes to the Programme prior to your enrolment

- 5.4 We reserve the right to make variations to Programmes prior to enrolment (including after you have accepted our Offer) for one or more of the following reasons:
  - i. to comply with external, professional, accrediting or other regulatory body requirements;
  - ii. to comply with a change to the law;
  - iii. to improve course quality;
  - iv. to ensure that the curriculum is current and relevant to the intended learning outcomes and/or standards set by relevant professional bodies;
  - v. to implement external examiner and academic adviser feedback;
  - vi. to implement student feedback, for the benefit of students; or
  - vii. to otherwise ensure the quality of the programmes we deliver.
- 5.5 In the event of such changes happening, we will inform you by email as soon as reasonably practicable.
- 5.6 In informing you of the imminent changes with regard to content, method of delivery of Programmes or the merging or combining of Programmes we will provide a full breakdown of the amendments and an outline of the reason for the changes.
- 5.7 You are reminded that you are responsible for reviewing, prior to applying or accepting an Offer to study at the University, up-to-date Programme information by searching for the relevant Programme information on the website. Programme information can be found at:  
 Undergraduate: [www.yorks.ac.uk/study/undergraduate/courses/](http://www.yorks.ac.uk/study/undergraduate/courses/)  
 Taught postgraduate: [www.yorks.ac.uk/study/postgraduate/courses/](http://www.yorks.ac.uk/study/postgraduate/courses/)  
 Research Degrees: [www.yorks.ac.uk/research/research-degrees/](http://www.yorks.ac.uk/research/research-degrees/)

### Suspension or withdrawal of the Programme prior to your enrolment

- 5.8 We reserve the right to withdraw or suspend a Programme prior to enrolment (including after you have accepted our Offer) up to three months prior to the published start date of the Programme:
  - i. due to withdrawal of relevant accreditation;
  - ii. to address concerns about the quality of the experience we will be able to deliver; or
  - iii. if, despite our best endeavours, there are insufficient numbers of suitable applicants or enrolled students.

### Your rights in the event of changes to the Programme, or suspension or withdrawal of the Programme prior to your enrolment

- 5.9 If you have accepted our Offer and you are unhappy with the changes and you tell us that you wish to withdraw your application to the Programme as a result, or if we suspend or withdraw any Programme, we will use reasonable endeavours to provide a suitable alternative Programme within the University (for which tuition fees will be payable and relevant conditions must be met) or to assist you in finding a suitable alternative Programme at another higher education provider and will take steps to minimise any disruption which results from such a change.
- 5.10 If you withdraw your application, or if we suspend or withdraw your Programme at this point, we will refund any tuition fees or deposits you have paid subject to the provision set out in the Student Financial Regulations.

### Changes to the Programme after your enrolment

- 5.11 We aim to limit the extent of changes to a Programme once you are enrolled, but we reserve the right to make variations to a Programme after your enrolment for the reasons set out in paragraph 5.4 (above).
- 5.12 Any proposed changes are scrutinised carefully by the University to ensure that the quality of your Programme is maintained. The procedures followed by staff in the event of a change are described on the [programme or module amendments webpage](#).
- 5.13 We will explain to you why the changes are necessary and the impact on you. If you decide at this point not to continue as a result of a significant change to your Programme, or if we have been obliged to withdraw a Programme, we will make reasonable endeavours to transfer you to an equivalent Programme for which you are qualified, and which has places available within the University. We will also support you if you decide to transfer to another higher education provider. Details of tuition fee liability and refunds in the event of withdrawal from a Programme are set out in the Student Financial Regulations, which are available in the Student section of the [Finance documents and policies webpage](#).
- 5.14 Any proposed changes will be implemented in line with the provisions set out in the [University's Student Protection Plan](#).

### Changes to regulations and policies

- 5.15 We have the right to make reasonable adjustments to our regulations and policies from time to time, to:
- i. make sure the educational services we provide are delivered properly;
  - ii. meet legal or regulatory requirements;
  - iii. reflect current good practice aimed at universities; or
  - iv. put in place the results of feedback from students.
- 5.16 If appropriate, we will consult student representatives, fairly and promptly, about any amendments to the policies and regulations that will significantly affect enrolled students. We will tell you about any significant amendments and will make the updated regulations available on the Website.

### Changes to these Terms and Conditions

- 5.17 The University reserves the right to make reasonable changes to these terms and conditions without consultation:
- i. As required by law, government policy, regulatory requirements or guidance or decision of a competent court or similar body;
  - ii. To comply with any requirements set by the Office for Students (OfS), Research England, or any other funding body;
  - iii. To implement legal advice or sector-specific good practice;
  - iv. To clarify the terms and make them more favourable to the student;
  - v. To make them consistent with any changes to the University's regulations and policies made under paragraph 3.2.
- 5.18 Prior notice of such changes will be communicated to students via email. If we do not have a valid email address for you we will write to you via the postal service.

## 6 Studying at the University

- 6.1 In accepting an Offer, you are accepting the University's [regulations and policies](#) which, together with the [Student Charter](#), apply to your Programme.
- 6.2 In line with these terms and conditions (and any further terms set out in your Offer), we will enrol you and deliver your Programme with reasonable skill and care and according to the description set out in the Prospectus/Website/Offer/Programme Specification.
- 6.3 We will assess your academic progress and, if you successfully complete your Programme and comply with the Contract terms and the specific requirements applying to the Programme you are studying, we will confer upon you an award in accordance with our regulations and policies and the specific requirements applying to the Programme you are studying. Failure to meet these requirements may lead to your studies being suspended or terminated or the application of other penalties (see in particular the [Academic Misconduct Policy](#)).
- 6.4 The University's requirements extend to personal and professional conduct. All students must abide by the University's [Code of Discipline](#). [Fitness to Practise](#) requirements also apply to students registered on Programmes leading to professional qualifications. Serious breaches of the Code of Discipline or Fitness to Practise requirements may result in your being suspended, excluded or expelled from the University. This Contract will be terminated in the event of your expulsion from the University.
- 6.5 If the University believes that you are unfit to study and that you are causing disruption or risk to yourself or to others, the University may take action under its [Fitness to Study](#) policy, which may result in suspending or terminating your studies.

## 7 Financial information

- 7.1 Our full [Student Financial Regulations](#) can be found on our website. A copy of the latest version will be sent to you in PDF with your Offer.

### **Tuition Fees and additional costs**

- 7.2 By accepting our Offer, you agree to pay the annual Tuition Fees associated with the Programme set out in the [Student Financial Regulations](#) and your Offer. You may also be charged other costs specified for optional elements of your programme of study however there will be no additional mandatory costs.
- 7.3 You are personally responsible for the fees, even if payment will be made by a third party such as Student Finance England (SFE), a relative or a sponsor.
- 7.4 In addition to your Tuition Fee, you may be required to pay additional fees to cover non-mandatory elements of your Programme, for example, the cost of travel to work experience/placements. If this is the case, you will be informed of the expected cost(s) prior to you enrolling on your Programme.

### **Changes to Tuition Fees**

- 7.5 Tuition Fees are reviewed annually and may be increased in line with inflation, prior to the start of each academic year, and subject to the fee cap set by the UK government. Such increases to fees will be at the Retail Price Index (RPI) forecast rate, as advised by the [Office for Budget Responsibility](#) and the [Office for Students](#). The only exception to this would be where government legislation deems otherwise.
- 7.6 If a rise in the Tuition Fee becomes necessary, we will endeavour to inform you as soon as possible and we will explain the reason(s) for the increase.
- 7.7 Any Tuition Fee increase will only be applied from the start of the next academic year and will not be applied 'in year'.

### **Deferred entry to the University**

- 7.8 If you defer your start date to a new academic year, you will be required to pay the Tuition Fee applicable to that year of entry. You will be sent a new Offer stating that fee.

### **Withdrawal**

- 7.9 If you withdraw from the Programme part way through the academic year, the University will recalculate your Tuition Fee set out in the [Student Financial Regulations](#).

### **Late payment or non-payment of Tuition Fees**

- 7.10 The University will try to accommodate the needs of its students wherever reasonable. If you are having problems paying Tuition Fees, or any other monies owing, it is essential that you contact the University as soon as possible to discuss any alternatives. If you do not comply with the [Student Financial Regulations](#) you will be asked to attend a meeting with the Finance Office to discuss your financial position.
- 7.11 Your Tuition Fee Liability is set out in section 1.1 of the [Student Financial Regulations](#). If you have an outstanding debt from the previous or current academic year, you will be required to attend a Student Finance Review Panel meeting. The University may take the following action/s on the recommendation of the panel:
- i. Re-negotiation of an achievable payment plan.
  - ii. Termination of your enrolment on the Programme.
  - iii. Enforced intercalation (suspension of studies) until any tuition fee debt to the University has been paid or brought to an agreed manageable level. This may be intercalation from mid-year or refusal to permit re-enrolment.
  - iv. Refusal of permission to attend graduation and to release degree certificate and transcript until any tuition fee debt to the University has been paid or brought to an agreed manageable level.
- 7.12 You will be notified in writing of the outcome and timing of the implementation of the decision. If you are not happy, you may propose an alternative plan to the Executive Director of Finance, whose decision is final.
- 7.13 The University reserves the right to engage an external debt collection company to chase outstanding debt and to add associated legal costs once all other avenues for debt collection have been exhausted.

### **Non-academic debt**

- 7.14 The University reserves the right to engage an external debt collection company to chase outstanding non-academic debt and to add associated legal costs once all other avenues for debt collection have been exhausted.



## 8 Data protection and disclosure of personal information

- 8.1 All personal information gathered and held by the University relating to its students is treated with the care and confidentiality required by the General Data Protection Regulation (GDPR) and Data Protection Bill (when enacted) and any subsequent legislation or update brought into force from time to time – the data protection legislation.
- 8.2 By entering into this agreement with us and enrolling at the University, you consent to the University holding and processing your personal data, including special categories of data (for example data concerning your race, ethnic origin, data about your health and wellbeing and sexual orientation).
- 8.3 Our [Student Data Protection Statement](#) sets out the categories of student information that we collect, hold and share, the lawful basis on which we use this information, why we share student information, and how to request access to your personal data. You are responsible for reviewing this statement prior to accepting an Offer to study at the University.
- 8.4 We collect and use student information for necessary general administrative purposes including:
  - i. the administration of individual students' academic careers including graduation;
  - ii. the facilitation of students' exchanges and placements (including placements abroad);
  - iii. the administration of student finance, accommodation, health and safety and welfare; and
  - iv. publishing information about the outcomes of assessment (degree results); and listings for award ceremonies.

This is covered under GDPR Article 6 (1)(e) where the processing is “necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller”.
- 8.5 We are legally required to return information to HESA, national student loans' companies and other specified agencies which is covered in Article 6 (1)(c) processing is necessary for compliance with a legal obligation to which the controller is subject.
- 8.6 Giving your permission to the University to share your personal data with the Students' Union or the Chaplaincy establishes our lawful basis as consent for these purposes covered in GDPR Article 6 (1)(e) and Article 9(2)(a).
- 8.7 During your time at the University there may be other reasons why we need your personal data, in which case we will tell you what those purposes are and the underpinning lawful basis appropriate to that use.

## 9 Termination of this agreement

### Termination of this agreement by us

- 9.1 We reserve the right to terminate the Contract with you at any time by written notice and without liability if you have been found to be in material breach of these terms and conditions, including where:
  - i. you have provided false, incomplete or misleading information in your application;
  - ii. you fail to meet, or (having met) no longer meet, any special requirements for your Programme (including acquiring a relevant criminal conviction, not meeting [Fitness to Practise](#) criteria set by relevant professional bodies or no longer having permission to stay in the UK);
  - iii. you are studying on a Programme which leads to a professional qualification and professional registration, and your behaviour, conduct, or ability to perform indicates that you present a risk to yourself, members of the public, or fellow students, or are otherwise unfit to be admitted to that profession as set out in the [Fitness to Practise](#) policy;
  - iv. (subject to the University's [academic appeals policy](#)) you have failed to meet required academic standards under the [Regulations for Undergraduate Awards](#), [Regulations for Taught Postgraduate Awards](#), Regulations for Professional Doctorate Awards, or [Regulations for Research Degrees](#);
  - v. you are found to have commissioned an essay, or otherwise have committed a second or third offence of academic misconduct resulting in a recommendation to terminate your enrolment on your Programme as set out in the [Academic Misconduct](#) policy;
  - vi. a final decision has been made that you should not return to study under the University's [Fitness to Study](#) policy;
  - vii. a final decision has been made to expel you on the grounds of misconduct (academic or otherwise, subject to the University's [Code of Discipline for Students and Disciplinary Procedures](#));
  - viii. you do not pay Tuition Fees by the dates specified;
  - ix. you fail to enrol, or reenrol for further academic years of your Programme within set timescales.
- 9.2 If the contract has been terminated under paragraph 9.1 you may not be entitled to a refund.
- 9.3 The University will always explain to you your right to appeal a decision made under any of the above rules.
- 9.4 Upon enrolment you agree to adhere to the policies and regulations which apply to your registration at the University and your Programme as set out in section 18. These policies and regulations outline further details

and circumstances of material breaches that may result in termination of this agreement. Please take the time to read these carefully.

#### **Termination of this agreement by you**

- 9.5 The Contract will terminate automatically if you cancel or withdraw from the Programme. The process you must follow for withdrawing from the University, including financial implications and a form to complete, can be found on the [withdrawal](#) webpage.

## **10 Intellectual Property**

- 10.1 The ownership of intellectual property rights is subject to the University's [Intellectual Property Policy](#) which sets out the University's rules on the ownership, protection and commercialisation of intellectual property, including that created by students. You are subject to the Intellectual Property Policy whilst you are a student of the University.

## **11 Liability**

- 11.1 If we fail to comply with these terms and conditions, we will be responsible for any loss or damage you suffer that could be foreseen as a result of us breaking this Contract or us failing to use reasonable care and skill, but we will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of us breaking this Contract or if you and we considered it at the time we entered into this contract.
- 11.2 We only provide services for domestic and private use and will not be liable to you for any loss of profit, loss of business, interruption to business or loss of commercial opportunity under the terms of this Contract.
- 11.3 We do not in any way exclude or limit our liability for:
- i. death or personal injury caused by our negligence;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. in any way breaking the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.

#### **Events outside of our control**

- 11.4 Neither you nor we will be liable to the other for any failure or delay in complying with your or our obligations under these terms and conditions if the failure or delay is due to any cause outside your or our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding or government higher education policy.
- 11.5 Should any such circumstance arise we will take all reasonable and proportionate steps to mitigate any adverse impact on you, and preserve continuation of study as set out in our [Student Protection Plan](#).

## **12 Your cancellation rights**

- 12.1 If the Contract between you and us has been concluded off-premises or at a distance you may cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Payments Regulations) 2013 without giving any reason within fourteen days from the day after you accept the Offer. If you do want to cancel, you should email [admissions@yorksj.ac.uk](mailto:admissions@yorksj.ac.uk), or you can complete the cancellation form provided with your offer. If you cancel the Contract in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible but in any event within 14 days after the day when we received your notice of cancellation. To comply with UK law, including money laundering regulations, any refunds will be made to the payer only, using the original payment method.

## **13 Third party rights**

- 13.1 This agreement is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your Tuition Fee) does not have any rights under or in connection with this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.



## 14 Complaints and appeals

### Applicants

- 14.1 Should you wish to raise a complaint in relation to your application process please first consult the relevant information on the website: [Applicant Appeals and Complaints Policy](#). In some cases where admission is undertaken through a joint venture or wholly externally, your complaint may be passed on for action. If this is the case, we will contact you with all relevant information in regard to this.

### Current students

- 14.2 Should you wish to raise an appeal or complaint whilst on your Programme you should first consult the relevant process information on our website: [Student Appeals and Complaints](#).

## 15 Your other consumer rights

- 15.1 As a consumer, you have legal rights in relation to services that we do not carry out with reasonable skill and care, or if the materials we use are faulty or not as described.
- 15.2 For more details of your legal rights, visit your local citizens' advice bureau or trading standards office, of the [Competition and Markets Authority website](#).
- 15.3 The alternative dispute resolution (ADR) body for registered students at universities is:  
The Office for the Independent Adjudicator  
Second Floor, Abbey Gate, 57-75 King's Road, Reading, RG1 3AB

## 16 Law and jurisdiction

- 16.1 The Contract shall be governed by and interpreted under the laws of England and Wales. By clicking the confirmation link (which you will receive via email) in relation to these terms and conditions you agree that any disputes which may arise out of or in connection with the Contract, including its subject matter or formation, will be decided by the courts of England and Wales.

## 17 General

- 17.1 If any of these terms and conditions is found to be invalid or cannot be enforced, we will remove that term or condition from the Contract. This will not affect the remaining terms and conditions, which will continue to be valid and able to be enforced.

## 18 Policies and regulations which apply to your attendance at the University and your Programme

- 18.1 This is the list of key policies and regulations that apply to students. If any of the above links to not work from your browser, then you will be able to find them all (and more that do not form part of these terms and conditions) at: [Policies and Regulations](#). Or alternatively, you may request these in hard copy from the Registry: [studentrecords@yorks.ac.uk](mailto:studentrecords@yorks.ac.uk).
- 18.2 Undergraduate students:
- i. [General regulations for taught awards](#)
  - ii. [Regulations for undergraduate awards](#)
  - iii. The appropriate [Programme Specification](#)
  - iv. [Student Financial Regulations](#)
  - v. [Programme attendance regulation](#)
  - vi. [Immigration compliance regulation](#)
  - vii. [Student Protection Plan](#)
  - viii. [Student Data Protection Statement](#)
  - ix. [Code of Discipline for Students and Disciplinary Procedures](#)
  - x. [Student Appeals and Complaints](#)
  - xi. [Fitness to Practise policy](#)
  - xii. [Fitness to Study policy](#)
  - xiii. [Policy on Admission of Students with Criminal Convictions](#)

### 18.3 Taught postgraduate students:

- i. [General regulations for taught awards](#)
- ii. [Regulations for taught postgraduate awards](#)
- iii. The appropriate [Programme Specification](#)
- iv. [Student Financial Regulations](#)
- v. [Programme attendance regulation](#)
- vi. [Immigration compliance regulation](#)
- vii. [Student Protection Plan](#)
- viii. [Student Data Protection Statement](#)
- ix. [Code of Discipline for Students and Disciplinary Procedures](#)
- x. [Student Appeals and Complaints](#)
- xi. [Fitness to Practise policy](#)
- xii. [Fitness to Study policy](#)
- xiii. [Policy on Admission of Students with Criminal Convictions](#)

### 18.4 Professional doctorate students

- i. [Regulations for professional doctorate awards](#)
- ii. [Student Financial Regulations](#)
- iii. [Immigration compliance regulation](#)
- iv. [Student Protection Plan](#)
- v. [Student Data Protection Statement](#)
- vi. [Code of Discipline for Students and Disciplinary Procedures](#)
- vii. [Student Appeals and Complaints](#)
- viii. [Fitness to Practise policy](#)
- ix. [Fitness to Study policy](#)
- x. [Policy on Admission of Students with Criminal Convictions](#)

### 18.5 Postgraduate researchers

- i. [Regulations for research degrees](#)
- ii. [Code of Practice for Research Degrees](#)
- iii. [Student Financial Regulations](#)
- iv. [Immigration compliance regulation](#)
- v. [Student Protection Plan](#)
- vi. [Student Data Protection Statement](#)
- vii. [Code of Discipline for Students and Disciplinary Procedures](#)
- viii. [Student Appeals and Complaints](#)
- ix. [Fitness to Practise policy](#)
- x. [Fitness to Study policy](#)
- xi. [Policy on Admission of Students with Criminal Convictions](#)

Associated links:

- York St John University website: [www.yorks.ac.uk](http://www.yorks.ac.uk)
- York St John University London campus website: [www.ysulondon.ac.uk/](http://www.ysulondon.ac.uk/)
- York St John University regulations: [www.yorks.ac.uk/registry/regulations/](http://www.yorks.ac.uk/registry/regulations/)
- York St John University programme specifications: [www.yorks.ac.uk/registry/programmes/](http://www.yorks.ac.uk/registry/programmes/)
- Academic Misconduct Policy: [www.yorks.ac.uk/ssr/policies-and-regulations-/academic-misconduct/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/academic-misconduct/)
- Appeals and complaints webpage: [www.yorks.ac.uk/ssr/policies-and-regulations-/appeals-and-complaints-/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/appeals-and-complaints-/)
- Applicant Appeals and Complaints Policy: [www.yorks.ac.uk/admissions/applicant-appeals-and-complaints-policy/](http://www.yorks.ac.uk/admissions/applicant-appeals-and-complaints-policy/)
- Code of Discipline webpage: [www.yorks.ac.uk/ssr/policies-and-regulations-/discipline-/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/discipline-/)
- Data Protection webpage: [www.yorks.ac.uk/university-secretarys-office/what-we-do/data-protection/](http://www.yorks.ac.uk/university-secretarys-office/what-we-do/data-protection/)
- English Language Requirements webpage: [www.yorks.ac.uk/international/how-to-apply/english-language-requirements/](http://www.yorks.ac.uk/international/how-to-apply/english-language-requirements/)
- Finance documents and policies webpage: [www.yorks.ac.uk/policies-and-documents/finance/](http://www.yorks.ac.uk/policies-and-documents/finance/)
- Fitness to Practise webpage: [www.yorks.ac.uk/ssr/policies-and-regulations-/fitness-to-practise-/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/fitness-to-practise-/)
- Fitness to Study webpage: [www.yorks.ac.uk/ssr/policies-and-regulations-/fitness-to-study/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/fitness-to-study/)
- Intellectual Property Policy: [www.yorks.ac.uk/research/forms--instructions-/](http://www.yorks.ac.uk/research/forms--instructions-/)
- Office for Budget Responsibility website: [www.obr.uk/](http://www.obr.uk/)
- Office for Students website: [www.officeforstudents.org.uk/](http://www.officeforstudents.org.uk/)
- Policies and regulations webpage: [www.yorks.ac.uk/ssr/policies-and-regulations-/](http://www.yorks.ac.uk/ssr/policies-and-regulations-/)
- Programme or module amendments webpage: [www.yorks.ac.uk/registry/quality-gateway/programme-design-amendment--approval/programme-or-module-amendments/](http://www.yorks.ac.uk/registry/quality-gateway/programme-design-amendment--approval/programme-or-module-amendments/)
- Regulations for undergraduate awards webpage: [www.yorks.ac.uk/registry/regulations/regulations-for-undergraduate-awards/](http://www.yorks.ac.uk/registry/regulations/regulations-for-undergraduate-awards/)
- Regulations for taught postgraduate awards webpage: [www.yorks.ac.uk/registry/regulations/regulations-for-taught-postgraduate-awards/](http://www.yorks.ac.uk/registry/regulations/regulations-for-taught-postgraduate-awards/)
- Regulations for research degrees webpage: [www.yorks.ac.uk/registry/regulations/regulations-for-research-degree-awards/](http://www.yorks.ac.uk/registry/regulations/regulations-for-research-degree-awards/)
- Research degrees webpage: [www.yorks.ac.uk/research/research-degrees/](http://www.yorks.ac.uk/research/research-degrees/)
- Student Charter webpage: [www.yorks.ac.uk/ysj-student-charter/](http://www.yorks.ac.uk/ysj-student-charter/)
- Student Protection Plan: [www.yorks.ac.uk/admissions/student-terms--conditions/](http://www.yorks.ac.uk/admissions/student-terms--conditions/)
- Taught postgraduate courses webpage: [www.yorks.ac.uk/study/postgraduate/courses/](http://www.yorks.ac.uk/study/postgraduate/courses/)
- Thesis Submission and Examinations webpage: [www.yorks.ac.uk/registry/quality-gateway/research-degrees/york-st-john-submission-and-examinations-/](http://www.yorks.ac.uk/registry/quality-gateway/research-degrees/york-st-john-submission-and-examinations-/)
- Undergraduate courses webpage: [www.yorks.ac.uk/study/undergraduate/courses/](http://www.yorks.ac.uk/study/undergraduate/courses/)
- Visa and immigration webpage: [www.yorks.ac.uk/international/visa-and-immigration/](http://www.yorks.ac.uk/international/visa-and-immigration/)
- Withdrawal webpage: [www.yorks.ac.uk/ssr/your-student-record-/withdrawal-/](http://www.yorks.ac.uk/ssr/your-student-record-/withdrawal-/)

## Version Control Statement

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### Amendments since approval:

Version	Detail of revision:	Date of revision:	Revision approved by:
1.0	Initial version		Approved via Chair's Action under authority delegated by Academic Board
1.1	Updated to reflect amendments to the Admission of Applicants with Criminal Convictions Policy	26/10/2018	Academic Board, 7 November 2018
1.2	Reformatted using new brand guidelines. Added reference to the Immigration Compliance Regulation. 7.11 updated to reference Tuition Fee Liability; 9.4 updated to reference material breaches outlined in policies and regulations.	19/06/2019	Academic Board, 19 June 2019
1.3	Paragraph 1.1 updated to reference 2021-22 academic year.	27/01/2020	Academic Board, 5 February 2020
1.4	Paragraph 1.1 updated to reference 2022-23 academic year.	07/12/2020	Academic Board, 16 December 2020
1.5	Minor amendments including academic year and changes to Student Visa route.	03/12/2021	Academic Board, 15 December 2021