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Applicant Terms and Conditions

1. Scope of Contract

1.1. The purpose of this document is to record the terms and conditions of the contractual relationship that will be formed between you and us, if you accept an offer made by us.

2. Definitions

“**we/us/our**” refers to York St John University (YSJ).

“**you/your**” refers to a prospective or registered student of the York St John University.

“**Prospectus**” refers to the printed booklet advertising our university 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.

“**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), but excludes applications to partner organisations where the University plays no role in the admissions process.

“**Programme**” means your prospective or registered programme of study or research with us.

“**Contract**” means the agreement between you and us in relation to your attendance on a Programme and the provision of an educational service by us. These terms and conditions, the Student Charter, regulations and policies (as amended from time to time) referred to in these terms and conditions and the terms of the Offer together with any conditions attached to it, form the terms that apply to the Contract between you and us.

“**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.

Where an accredited York St John University programme is delivered by a partner of the University, information on the delivery of admissions, learning and teaching, learning resources, student support and disciplinary procedures will be as specified in the partnership agreement between us and our partners. In such instances, and where specified in the partnership agreement, it will be the responsibility of the partner(s) to deliver the programme as stated in all relevant material.

3. Introduction

3.1. These terms and conditions represent an agreement between you and us. 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@yorksj.ac.uk before accepting the Offer.

3.2. In addition to these terms and conditions, there are other [policies and regulations](#) which apply to your attendance at the University and your Programme. Please take the time to read these carefully as these documents, together with these terms and conditions form the Contract between you and us.

4. Offers

- 4.1. All offers for entry will be made either through:
- I. UCAS application system for full time undergraduate applicant
 - II. UTT application system for post graduate full time teacher training, including School Direct applications
 - 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 Faculty (whether set out in our Prospectus, the offer letter to you or otherwise). While there is no right of appeal against an academic decision, the [Applicant Appeals and Complaints Policy](#) lays out the right to complain or appeal against a procedural error or if there has been evidence of bias.
- 4.3. 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 at: <https://www.yorks.ac.uk/international/how-to-apply/english-language-requirements/>
- 4.4. 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; passing a medical questionnaire or other course appropriate requirements.
- 4.5. Those who are classed as international students, as determined by fee status, would also need to ensure that they met all the conditions required to be sponsored for a Tier 4 visa.
- 4.6. 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 will need to fulfil in order to be admitted on to the Programme.

5. Meeting the conditions of an Offer

- 5.1. If you have been issued with an Offer which is conditional on achievement of a qualification or other requirement, you will need to fulfil the conditions as stated to become eligible for admission.
- 5.2. If you have not fulfilled all the conditions of your Offer by the dates stipulated 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
- 5.3. 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 stipulated we reserve the right to reject your application.
- 5.4. Those applicants receiving an Offer after the deadline date, as stipulated above, will receive a specified fulfilment date in their conditions of offer
- 5.5. We reserve the right to withdraw the Offer or to defer your application to the next year of entry, should you fail to meet the specified fulfilment date.

6. Changes to an Offer

- 6.1. We reserve the right to make changes to the Offer at any time before you accept it.
- 6.2. 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.
- 6.3. 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 agree any changes.

7. Changes to the Programme prior to enrolment

- 7.1. We reserve the right to make variations to the Programmes prior to enrolment (including after you have accepted our Offer), including:
 - 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 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 the students
 - VII. To otherwise ensure the quality of the programmes we deliver.
- 7.2. In the unlikely event of such changes happening, we will endeavour to inform you as soon as reasonably practicable
- 7.3. In informing you of the imminent changes with regards to content, methods of delivery or Programmes or the discontinuation, merging or combining of Programmes we will endeavour to provide a full breakdown of the amendments along with a rationale as to the reason for the changes.
- 7.4. We reserve the right to suspend a Programme prior to enrolment (including after you have accepted our Offer):
- I. Due to withdrawal of relevant accreditation
 - II. To address concerns about the quality of the experience we will be able to deliver
 - III. Despite our best endeavours, insufficient numbers of suitable applicants.
- 7.5. If you are unhappy with the changes or we if we suspend or discontinue any Programme, we will use reasonable endeavours to provide a suitable alternative course within the University (for which tuition fees will be payable) or to assist you in finding a suitable alternative Programme and will take steps to minimise any disruption which results from such a change.
- 7.6. If you withdraw at this point, we will refund any tuition fees or deposits you have paid.

8. Changes to the Programme once enrolled

- 8.1. 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, as per section 7.1 (above)
- 8.2. 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 here: <https://www.yorks.ac.uk/registry/quality-gateway/programme-design-amendment--approval/>
- 8.3. 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 discontinue 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 a different University.
- 8.4. Should industrial action or other circumstances beyond our reasonable control interfere with our ability to deliver the Programmes in accordance with the descriptions set out in our Prospectus, we will use reasonable endeavours to minimise the resultant disruption to those educational services.

9. Accuracy of application information

- 9.1. It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 9.2. 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.

10. Conditions of admission

- 10.1. Your admission to York St John University is subject to you complying with the terms of the Contract and our registration procedures and subject to you observing our Regulations, policies and procedures as per Section 11 below.

- 10.2. You will be required to make a declaration as part of your enrolment process and undertake to comply with policies and regulations.
- 10.3. We require satisfactory 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.
- 10.4. 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 in the case of an unacceptable disclosure.

11. Studying at York St John University

- 11.1. In accepting an offer of a place, you are accepting the rules and regulations of the University. The [Student Charter](#) and the University's [policies and regulations](#) set out your rights and responsibilities whilst studying in more detail.
- 11.2. We will assess your academic progress, and, if appropriate, confer upon you an award in accordance with our [regulatory framework](#) and the specific requirements of the award you are aiming for as well as the programme you are studying. The most up to date copy of the University rules and regulations can be found on our website: [policies and regulations](#)
- 11.3. The University's expectations extend to personal and professional conduct. All students must abide by the University's [Code of Discipline](#). [Fitness to Practice](#) expectations are also applied to those on professional programmes. Serious breaches of these requirements may result in your being suspended, excluded or expelled from the University.
- 11.4. If the University believes that you are unfit to study and that your state is causing disruption or risk to yourself or to others, the University may take action under its [fitness to study](#) procedure, which may include suspending or terminating your studies.
- 11.5. 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 and Procedures](#)).
- 11.6. We reserve the right terminate our 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, and particularly if:
- 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 you course (including acquiring a relevant criminal conviction, not meeting [Fitness to Practice](#) criteria set by relevant professional bodies or no longer having permission to stay in the UK)
 - III. you (subject to the University's academic appeals policy) have failed to meet required academic standards
 - IV. a final decision has been made that you should not return to study under the University's [fitness to study](#) policies and procedures
 - V. 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](#) policies and procedures)
- 11.7. If the contract has been terminated in this manner (ref. 11.6) there is no right to refund.
- 11.8. Should you wish to terminate the contract with the us this can be done through giving timeous notice in writing, guidance on withdrawing from the university can be found online under [Withdrawal](#), including financial implications and a form to complete.
- 11.9. The University will always explain to you your right to appeal a decision made under any of the above rules.

12. Fees

- 12.1. We charge annual tuition fees for our courses of study, subject to our [financial regulations](#), [tuition fees](#), which are reviewed annually and may be increased in line with inflation, prior to the start of each academic year. Such increase to fees will be at the Retail Price Index (RPI) forecast rate, as advised by the Office for Budget Responsibility ([OBR](#)) and the Office for Fair Access ([OFFA](#)). The only exception to this would be where government legislation deems otherwise.
- 12.2. If a rise in fees becomes necessary we will endeavour to inform you as soon as possible and we will explain the reason(s) for the increase.
- 12.3. Any tuition fee increase will only be applied from the start of the next academic year and will not be applied 'in year'.
- 12.4. In addition to your tuition fee you may be required to pay additional fees to cover mandatory elements of your course, 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 course.
- 12.5. Our full [Financial Regulations](#) can be found on our website. A copy of the latest edition will be sent to you in PDF format.

13. Data protection

- 13.1. Personal data on your application will form part of your student record. Personal data for applicants who are not admitted to the University as students will be deleted after two years. By entering into the Contract with us, you consent to us holding and processing your personal data, including some sensitive personal data, for managing the academic aspects of the course, administration and regulatory requirement, your data will only be used in these cases. We may disclose your personal data to those parties set out in in our [Data Protection Policy](#). We will only disclose your sensitive personal data with your explicit consent and/or as permitted by law.
- 13.2. Your data will be held and processed in accordance with the Data Protection Act 1998 and our policies on data protection and data processing. For full details of our data protection policies add data processing please visit our [Data Protection Policy](#) webpages.

14. Distance Selling Regulations

- 14.1. If the Contract between you and us has been concluded off-premises or at a distance you may cancel the contract by informing us in writing within the fourteen days of you accepting the 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 30 days of us receiving your written notice of cancellation. To comply with various legislation including UK money laundering regulations any refunds will be made to the payer only, using the original payment method.

15. Complaints

- 15.1. **Applicants** - 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 you will be contacted with all relevant information in regards to this
- 15.2. **Current Students** - Should you wish to raise an appeal or complaint while on course you should first consult the relevant process information held on our website: [Student Appeals and Complaints](#)

16. Changes to the Terms and Conditions

- 16.1. The University reserves the right to make reasonable changes to the terms:
 - I. As required by law, government policy, regulatory requirements or court decisions

- II. To comply with any requirements set by the Higher Education Funding Council for England (HEFCE) or any other major 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.

16.2. 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.

17. General

- 17.1. The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, arrangements and understandings between you and us whether written or oral, relating to its subject matter.
- 17.2. If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.3. No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 17.4. The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 17.5. The contract shall be governed and construed in accordance with 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 submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of or in connection with the contract, including its subject matter or formation