

University of South Wales (“USW”): Admissions Terms and Conditions for Home & EU Students

Please ensure that you have read and understood the Terms and Conditions below before accepting your offer.

1. Pre-enrolment

When you accept the offer of a place at USW, a “Pre-enrolment Contract” on the terms set out below and specified in the Offer Email is formed between you and USW.

Your Pre-enrolment Contract reserves you a place on your course and gives you the opportunity to enrol if you meet the terms of your offer, your entry requirements and any other requirements that are required for entry to your course.

If your course requires a DBS Check for entry then we will email you details on how to obtain your DBS and you will be expected to obtain this and gain clearance prior to the start of your course. Failure to do so could result in your place being withdrawn.

You have a statutory right to cancel your Pre-enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at USW.

Your Pre-enrolment Contract expires upon enrolment at USW. Upon Enrolment, you will become a student of USW and the relationship between the parties will be governed by the USW's Enrolment Terms and Conditions, which are available on USW's website [here](#).

2. Provision of Courses and Services

Your start date for your course at USW is set out in the Offer Email.

The USW Prospectus is produced at the earliest possible date to provide maximum assistance to prospective applicants. Its contents, together with information provided to prospective applicants on our website, in open days etc (together “Course Information”) has been put together conscientiously and USW endeavours to ensure that the Course Information is as accurate as possible at the point of delivery.

It is possible that certain courses referred to in the Course Information (and/or in the Offer Email) may be subject to change for the following principal reasons:

(a) Covid-19 Pandemic: Concerns of Health and Safety and Well being

The health and safety and wellbeing of our staff and students is paramount to USW. The ongoing impact of the Covid-19 pandemic means that USW has made and may continue to make changes to the way it delivers courses and services for the academic year 2020/2021 and those courses due to start in early 2021. Due to the

pandemic and its changing nature USW may need to make such changes on short notice.

The methods and activities adopted by USW for the coming year may differ from those previously published or advertised. USW reserves the right to make further changes through the course of the programme of study if such change is reasonably necessary or advised due to issues of Public Health, health and safety and wellbeing, or in response to Government Guidelines. Whilst USW will use its reasonable endeavours to minimise the impact of any such changes on your overall learning experience it cannot guarantee that your programme of study or overall learning experience will not be changed.

For the academic year 2020/2021 and courses beginning in early 2021, USW will deliver programmes of study in a blended format; with the majority of the teaching and learning being delivered digitally, and where it is safe to do so, some teaching and learning being delivered in person, but only for small groups and seminars where they can happen safely and where social distancing can be fully observed.

Information provided by USW about how its courses or services have been or may be changed or altered due to the Covid-19 pandemic is available on the USW website at <https://www.southwales.ac.uk/apply/blended-learning/> and USW will use all reasonable endeavours to inform you at the earliest opportunity about changes that may impact you.

(b) Withdrawal

Some courses require a minimum number of students in order to ensure a good student experience. Where a low number of students have shown interest or accepted offers, USW may contact those applicants who have accepted an offer for the relevant course and discuss with them possible alternative options including transferring to another course. In limited cases, USW may decide to withdraw the course.

(c) Changes to Course content

In other circumstances (for example those listed below) it is possible that course content and/or delivery will need to change prior to your commencing the course:

- a. To make updates to Courses to reflect best practice or new academic developments;
- b. to refresh Course curricula to ensure they are up to date for the benefit of students;
- c. to improve and enhance students' experience of a course;
- d. to incorporate changes arising from student feedback for the benefit of students;
- e. to meet external, professional or accrediting body requirements;
- f. to safeguard academic standards, for example, in response to external examiner feedback

(d) Changes to logistics/ personnel

USW operates multiple campuses. In limited circumstances, in the time between provision of the Offer and Enrolment, USW may determine that it is necessary or appropriate to change the location of the delivery of the course.

There might also be circumstances when individual members of staff leave USW's employ or are otherwise unable to deliver an advertised module (e.g. because of unplanned illness or other absence). In these circumstances, USW will endeavour to make arrangements to cover the gap left by the relevant member of staff or to provide alternatives. However, there may be circumstances where the relevant module cannot be delivered.

Applicants that have accepted offers from USW will be notified as soon as reasonably practicable in any of the above circumstances. USW's website will also be updated at the same time to reflect any such changes.

If as a result of any of the above changes you no longer want to study your course, you have the right to:

- a. apply for another course at USW;
- b. withdraw or defer your application;
- c. submit a formal admissions complaint – the relevant procedure for which can be found [here](#)

3. The Enrolment Terms and Conditions

If you accept an offer and enrol at USW, you will be required to abide by, and to submit to, the Enrolment Terms and Conditions. The key sets of the current Enrolment Terms and Conditions are available on USW's website [here](#).

USW reserves the right to make reasonable changes to the Enrolment Terms and Conditions where in the opinion of USW it will assist in the proper delivery of education and/or it reasonably considers that it is in the interests of students. Any such amendments will usually be discussed with Student Union representatives prior to changes being formalised.

Changes are usually made for one or more of the following reasons:

- a. to review and update the Regulations to ensure they are fit for purpose;

- b. 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 and concerns of Public Health England and Wales;
- c. to protect and safeguard the health and safety and wellbeing of our staff and students;
- d. to incorporate sector guidance or good practice;
- e. to incorporate feedback from Students, and/or
- f. to aid clarity or consistency of approach.

Any such changes will normally come into effect at the beginning of the next Academic Year. However, in certain circumstances such as changes to the law, Government and/or Public Health Guidelines, or requirements by funding bodies, it may be in the best interests of students for these changes to be introduced with immediate effect.

Where changes are made to the Enrolment Terms and Conditions, USW will take steps to minimise disruption to students wherever reasonably possible, for example, by giving notice of changes to regulations before they become effective, or by phasing in the changes, if appropriate.

4. Tuition Fees and Deposits

USW charges Tuition Fees for the delivery of its Courses and you will have primary responsibility for payment.

USW will invoice you (or, if applicable, a third party paying on your behalf) for the Tuition Fees, to be paid on the date stipulated in the invoice.

If a third party is paying your fees and payment is not made in full by the due date, USW will consider your personal circumstances and you may be invoiced personally for any outstanding balance.

You are contractually obliged to pay the Tuition Fees and all other Charges on the dates they fall due following your acceptance of the offer made by USW. If you fail to make payment of the Tuition Fees and all Other Charges, the University reserves the right to suspend and/or withdraw you from your studies.

The levels of Tuition fees are reviewed and may be revised on an annual basis prior to the beginning of the Academic Year in question. Details of how revisions to Tuition Fees are to be determined are included within the Regulations on Fees (available [here](#)).

You must read all the University information regarding your fees, scholarships, and bursaries, and ensure that you can fully meet your financial responsibilities. You can find this information [here](#). For information regarding payment options, withdrawals/suspensions and debt recovery please see the University's [Fees and Debt Management Policy](#).

5. Partner Organisations

If you are studying at a Collaborating Organisation, as set out in the Offer Email, you may be subject to certain additional regulations and contractual terms of that partner organisation, including disciplinary regulations.

6. Personal data

Details of how your personal data may be used by the University are detailed [here](#). Any use of your data will be undertaken in accordance with the Data Protection Act 2018 and in 24th July 2020 v3

accordance with USW's privacy policy.

7. Complaints

As referred to in section 3 above, the procedure for admissions complaints is available [here](#).

8. Events beyond our control

USW is committed to delivering your chosen programme of study together with its other services, however, sometimes we may be prevented from doing so by events that would reasonably be considered to be outside of our control, such as an act of God, fire, explosion, flood or other natural disaster, acts of terrorism, civil commotion or riot, embargos, blockades, imposition of sanctions or international or national travel restrictions, pandemic, epidemic or acts or orders of governments. Where our ability to deliver our services to you is impacted by such an event, we will do all that we reasonably can do to make such changes to our delivery of the services so that we can continue to provide the services to you, albeit in a different format or using a different delivery method. Where we are able to do this, and USW considers it reasonable, USW will have no liability for any delay in performance of the services or for any changes made so that the services can continue.

Where we are completely prevented from delivering our services to you because of such an event and we are unable to make any changes that would allow us to continue, we may cancel the programme of study and if that happens, we will consider, based on the level of service received up to the date of cancellation, whether or not you are entitled to any potential refund (whether in full or in part as appropriate).

9. Documents

You will be provided with information prior to your enrolment at USW which will draw your attention to the Enrolment Terms and Conditions which will apply to your time at USW.

Please notify USW if you require any of the documents mentioned above in hard copy.

By accepting a place at USW, you agree to be bound by these terms.