

## University of South Wales (“USW”): Admissions Terms and Conditions for International Students

Please ensure that you have read and understood the Terms and Conditions below before accepting your offer. It is only after accepting both the Terms and Conditions and your offer that we will issue you with a final Confirmation of Acceptance for Studies (CAS) statement – which is necessary if you need to make a UK Tier 4 (General) student visa application.

### 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 special requirements in the Offer Email.

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. Visa applications

All students who come from outside the EU must check the University's information on visas and immigration details which can be found [here](#). This information includes a complete guide on how to make a Tier 4 visa application, if you need to do so. You have total responsibility to ensure that you provide correct and valid documentation for any visa application. You must also ensure that you make any visa application in sufficient time for you to receive your visa and to travel to the UK before the latest date at which you are allowed to enrol. If your CAS statement is not used by the end of the given enrolment period then it will be withdrawn. You can check visa application times for your country at your local British Embassy or High Commission.

If you fail to make a visa application in time or you provide invalid, factually incorrect or inaccurate documentation in a visa application you may lose the deposit you paid to the University. If your visa application is refused by the Home Office, deposits will only be refunded once you have submitted evidence of your full visa refusal notification and if you are able to provide documentation from UK Visa and Immigration which shows that the information you provided to them was appropriate for your application.

**Therefore, by accepting these Terms & Conditions, you are confirming that you have read the information on visas and immigration and understand that:**

- It is your responsibility to check if you need a visa to study in the UK and any restrictions that may be in place due to the Covid-19 pandemic
- All documentation you use in a visa application must be valid and true
- You must make a visa application in time for you to travel to the UK and enrol on your course before the last date you are given for enrolment
- You might not have your deposit refunded if you make an inaccurate or late visa application

### **3. University Accommodation**

- It is your responsibility to make sure that you arrange your own [accommodation](#).
- It is important to note that if you apply to stay in University accommodation and you need a visa to study in the UK, you will need to provide a copy of your visa to Accommodation Services before they can allocate you a room.
- Due to the Covid-19 pandemic additional terms and rules may apply to your accommodation and you are advised to review any accommodation terms carefully.

### **4. Provision of Courses and Services**

The start and end date for your course at USW is set out in your Offer letter and CAS statement. Please note that the end date stated is provisional and you must ensure that you check your end date with your faculty before making travel arrangements to return to your home country.

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 letter) 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](#)

#### (e) Courses with sandwich year options

USW has links with industries and employers across a range of sectors and can help you find/ apply for a placement if you have enrolled on a course that includes a sandwich option. However, the University is unable to guarantee that you will secure a placement, as potential employers will have their own competitive recruitment processes to follow when selecting a candidate.

- a) If you enrol on a 3 year course that has a sandwich year option available and you decide that you would like to apply for a placement, the University can assist you in extending your visa to cover the additional year if your application for a placement is successful and you are in a position to do so.
- b) If you opted for a 4 year course and you are not successful in securing a placement the University will be required to report the change to the UKVI. Your visa may then be curtailed (shortened) by UKVI in order to reflect your new course end date. All time before any curtailment action takes place would count towards the time cap for Tier 4 study. You would not be eligible for a refund of any fees paid for the Immigration Health Surcharge (IHS) as a result any curtailment action.

### **5. 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 Enrolment Terms and Conditions 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, 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.

## **6. Tuition Fees and Deposits**

USW charges tuition fees for the delivery of its courses and you will have primary responsibility for payment.

A minimum deposit, as specified in your offer email, must be paid to the University before a CAS statement can be issued. The deposit will be held against fees for your course and is not usually refundable (unless your visa is refused). Any refunds will usually be subject to a £200 administration charge.

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](#)).

If you are a government sponsored student you will not need to pay a deposit but you will still need to provide original evidence of your sponsorship.

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

## **7. 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 USW's 09th August 2019 v2

privacy policy.

## **8. Provision of information**

Current UK immigration legislation means that USW may be required to share information about you with various agencies. This could be regarding an immigration application you have made or, after enrolment, regarding your academic status. These agencies could include a British High Commission, a British Embassy, UK visas & Immigration (UKVI) other UK authorities or a financial sponsor if you have one. By agreeing to these Terms and Conditions and USW's Enrolment Terms and Conditions, you indicate that you understand we may share your information where legally appropriate and that you give your consent for these external agencies to share information with us regarding your immigration status or personal situation.

## **9. 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.

## **10. After enrolment**

If you break these Terms and Conditions and/or USW's Enrolment Terms and Conditions at any point during your study, you may be excluded from the University and, if you hold a Tier 4 visa, you may also be reported to the Home Office where appropriate.

If you fail to successfully complete part of your course, you may experience complications and delays in progressing your studies. You might also have to pay additional fees and/or make an additional visa application either in the UK or in your home country (dependant on your circumstances) in line with current Immigration Rules and Tier 4 Guidance. These will be your own financial responsibility. If you do not complete your course within the accepted University timeframe you may not be able to attend a University graduation ceremony.

## **11. Complaints**

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

## **12. 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).

## **13. 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:

24<sup>th</sup> July 2020