



UNIVERSITY OF
LINCOLN

Admissions

Terms & Conditions

1. Introduction

1.1 These terms and conditions represent an agreement between the University of Lincoln (“**University**”) and you, a prospective student.

1.2 By accepting the University’s offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with: (i) your offer letter from the University (including details of your offer on UCAS) (“**Offer**”); (ii) the University’s rules, regulations, policies and procedures located at <https://www.lincoln.ac.uk/home/abouttheuniversity/governance/regulationspolicies/> (as amended from time to time); and (iii) the prospectus as at the date of the Offer, form the contract between you and the University in relation to your studies at the University (**the “Contract”**).

1.3 If you have any questions or concerns about these terms and conditions or the Contract, please contact the University’s Admissions Office on +44 (0)1522 886097 or by email admissions@lincoln.ac.uk.

1.4 Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ terms and conditions.

1.5 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will ‘maintain a standard of conduct which is not harmful to the work, good order or good name of the University, we may take disciplinary action against you, under the Student Conduct and Disciplinary Procedure which can be found at <http://secretariat.blogs.lincoln.ac.uk/student-conduct-and-discipline/> One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.

1.6 If you do not enrol within 10 working days of the start of the term that your programme begins the University reserves the right to refuse to enrol you and withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

1.7 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies’ terms and conditions (if applicable)), these terms and conditions shall take precedence.

2. Applications

2.1 It is your responsibility to ensure that all of the information you provide to the University and/or the Home Office (if you require a Student visa to study in the UK) is true and accurate.

2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the University may withdraw or amend your Offer, or terminate your registration at the University, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the University.

2.3 The Offer the University makes to you will be conditional or unconditional. If your Offer is conditional, the University will set out the conditions which you will need to fulfill in order to be admitted onto your chosen programme.

2.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the University reserves the right to withdraw your Offer. If you fail to meet the conditions of your Offer the University will refund any deposit you have paid.

2.5 You may be required, at the request of the University, to provide satisfactory evidence of your qualifications before admission. Failure to provide such evidence to the University’s reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the University and the termination of the Contract.

3. Immigration

3.1 You will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status, the University reserves the right to withdraw sponsorship of any CAS issued to you and to withdraw you from your programme (without liability to you).

3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University.

3.3 The University is required to withdraw sponsorship of your Student visa if you do not comply with Home Office rules, including but not limited to:

3.3.1 failure to meet the minimum attendance requirements;

3.3.2 your registration has been terminated, or you withdraw or commence an interruption of studies;

3.3.3 you successfully complete your programme of study in a shorter period than originally planned;

3.3.4 failure to enrol or re-enrol in accordance with Clause 4; and

3.3.5 failure to provide evidence that you have valid leave to remain in the UK.

3.4 If you choose to withdraw from your studies or if your registration is terminated by the University, this will affect the validity of your Student visa sponsored by the University and your ability to enter and/or remain in the United Kingdom.

3.5 If your visa is revoked for any reason, the University will interrupt or terminate your registration on your programme.

3.6 On occasion, the University will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the University contacting the Home Office on your behalf and the Home Office releasing such information to the University.

4. Conditions of Admission and Enrolment

4.1 Your admission to the University, attendance on a programme, and right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the University. Details of what registering involves can be found at <https://www.lincoln.ac.uk/home/welcomeweek/enrolment/continuingundergraduate-postgraduatetaughtp/>

4.2 If your programme lasts for longer than one academic year, you must re-enrol at the start of each academic year of your programme.

5. Deposits

5.1 If you are an applicant who requires a Student visa to study in the UK, in order to secure a place on your programme, a deposit may be required and if this is the case this will be highlighted in your Offer. If you do not pay the deposit monies in accordance with the payment terms advised in your Offer, the University will not issue you with a Certificate of Acceptance of Studies and your application shall be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the University.

5.2 Any deposit you pay will be offset against the balance of programme fees owed to the University.

5.3 Deposits are non-refundable unless:

5.3.1 you cancel the Contract in accordance with Clause 8.3.1, 9.1 or 9.2; or

5.3.2 you fail to obtain a Student visa from the appropriate competent authority to travel and study in the UK (With the exception of your visa being refused for reasons relating to credibility, deception or fraud); or

5.3.3 you fail to meet the conditions of your Offer.

5.4 If your visa is refused for reasons of deception or fraud any deposit paid by you will be retained by the University.

6. Fees

6.1 Information in relation to programme fees can be found through:

6.1.1 <http://www.lincoln.ac.uk/home/studyatlincoln/undergraduatecourses/feesandfunding/> if you are an undergraduate student; and

6.1.2 <http://www.lincoln.ac.uk/homestudyatlincoln/postgraduateprogrammes/feesandfunding/> if you are a postgraduate student.

6.2 If you accept an offer, you agree to pay all programme fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your programme fees, as and when they fall due, the University reserves the right to withdraw you from your programme (without incurring any liability to you).

6.3 The University reserves the right to increase programme fees annually in line with the Retail Prices Index to take account of the University’s increased costs of delivering educational services. If the University intends to increase your programme fees it will notify you of this as soon as reasonably practicable.

6.4 You will not be deemed to have registered until your programme fees have been paid, or satisfactory evidence produced that such fees will be paid by a

6.4 You will not be deemed to have registered until your programme fees have been paid, or satisfactory evidence produced that such fees will be paid by a sponsoring authority on receipt of the University’s invoice. You will be personally liable to pay your programme fees if a sponsoring authority fails to do so.

6.5 In the event that your programme fees have not been paid in full by their due date, the University shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

6.6 The University may pursue legal proceedings in relation to non-payment of programme fees.

6.7 In accordance with the University’s Academic Fees Regulations (part H of the University General Regulations (which is available at <http://secretariat.blogs.lincoln.ac.uk/university-regulations/>), a refund of programme fees may be made if you withdraw from a programme with the approval of the relevant Head of School.

6.8 If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact the Student Advice Service on 01522 837080 or studentsupport@lincoln.ac.uk.

7. Other Charges

7.1 In addition to your programme fees, you may incur additional expenditure on items such as (but not limited to) fieldwork, specialist materials, supplementary instrumental tuition, application fees, annual continuation fees, bench fees and PhD re-submission fees; although some assistance from University funds may be available to meet such expenditure, you shall have primary responsibility for payment.

7.2 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University.

7.3 Details of any additional significant expenditure that you may be required to incur can be obtained upon request from your school office.

7.4 The University may pursue legal proceedings against you if you are in debt to the University. In addition, if you are in debt to the University (whether for tuition or other fees) you will be recorded as a debtor of the University in any references requested from the University.

8. Cancellation Rights

8.1 You may cancel the Contract at any time in accordance with Clause 8.2.

8.2 In order to cancel the Contract in accordance with Clause 8.1

8.2.1 prior to enrolment you must notify the University or UCAS in writing and you may give the University notice by completing the cancellation form at Schedule 1 and sending it to the University at **Student Administration, 3rd Floor Minerva Building, University of Lincoln, Brayford Pool, Lincoln, LN6 7TS** or admissions@lincoln.ac.uk

8.2.2 after your enrolment, you must notify the University through the completion of the University’s Withdrawal Form which can be obtained from the **Student Support Centre, Ground Floor Minerva Building, University of Lincoln, Brayford Pool, Lincoln, LN6 7TS** or studentsupport@lincoln.ac.uk

8.3 If you cancel the Contract:

8.3.1 prior to your enrolment in accordance with Clause 4.1, and you have made any payment under the Contract then the University will provide you with a full refund as soon as reasonably possible but in any event within 14 days of the University receiving your written notice of cancellation;

8.3.2 after your enrolment in accordance with Clause 4.1, you may be entitled to a refund of programme fees in accordance with Clause 6.7.

9. Changes to Your Programme

9.1 **Programme changes between prospectus publication and registration**

Programme changes between prospectus publication and registration Due to the period between prospectus publication and registration, circumstances may change due to factors beyond the University’s reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The University will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at the University, the University shall bring these to your attention as soon as possible and if you

reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University for programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.

9.2 **Programme withdrawals prior to registration**

Programme withdrawals prior to registration The University will use all reasonable endeavours to deliver all programmes described in the prospectus. However, if there are not sufficient enrolments to make a programme or module viable, the University may be forced to cancel the programme or module. If you have received an offer for any programme described in the prospectus which the University discontinues prior to you registering at the University, the University will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the University us or if the University is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for programme fees.

9.3 **Programme changes / withdrawal after registration**

Once you have registered as a student of the University the University will use all reasonable endeavours to deliver your programme as per the terms of the Contract, but:

9.3.1 if for reasons outside of the University’s control the University is forced to discontinue your programme, the University will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the University or if the University is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for programme fees and you shall be entitled to a refund of all programme fees paid to date; or

9.3.2 following suitable consultation with students, the University reserves the right to vary minor elements of your programme from that described in the prospectus in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are forced to make a material change to your programme (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University for programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.

9.4 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 9 the University will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

10. Education Provision

10.1 The University will:-

10.1.1 deliver your programme with reasonable care and skill;

10.1.2 clearly explain the academic requirements of your programme to you.

10.2 You must use all efforts to fulfill all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the University.

10.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the University may take disciplinary action against you under the Student Conduct and Disciplinary Procedure which can be found at <http://secretariat.blogs.lincoln.ac.uk/student-conduct-and-discipline/>

11. Complaints Procedure

11.1 If you have a complaint about the University, you should follow the University’s Complaints Procedure which can be found at Part E of the University’s Regulations <http://secretariat.blogs.lincoln.ac.uk/student-contention/studentcomplaints/> This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.

11.2 If, having followed the University’s Complaints Procedure to completion, you remains dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

12. Liability

12.1 Whilst the University takes all reasonable care to ensure the safety and security of its students whilst on the University's campus, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

12.2 The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

12.3 The University shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

12.4 Nothing in these terms and conditions shall limit the University's liability to you for fraud or willful default or for death or personal injury caused by the University's negligence. Subject to the foregoing sentence, the University shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

13. Termination

13.1 The University reserves the right to terminate the Contract and exclude you from the University:

13.1.1 If you willfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you having duly performed the work of the programme or being able to proceed to the next stage of the programme. You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance; and

13.1.2 for non-registration, for non-payment of programme fees, or for inadequate attendance or academic performance on your programme, in line with the relevant University policies and procedures.

13.2 If you have been excluded from the University, you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

14. Data Protection

14.1 The University holds information about all applicants to the University and all students at the University. The University uses the information provided by applicants and/or students (including information from application forms):-

14.1.1 to administer applications; and

14.1.2 to contact enquirers, applicants (and their agents) to facilitate the application and enrolment process either directly or via QS Enrolment Solutions who provide student recruitment and enrolment management services to the University; and

14.1.3 to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA).

14.2 If your application is successful the University will also use the information:-

14.2.1 to deliver your programme and provide educational services to you, to administer your studies, to provide you with University facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance our business provision including learning, teaching, assessment and the broader student experience;

14.2.2 to send communications to you;

14.2.3 to process any payments made by you to the University;

14.2.4 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention and the University may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;

14.2.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate:

information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and

14.2.6 for other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an Alumni programme).

14.3 In certain circumstances the University may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or safety of our employees, students or others.

14.4 The University will only process your personal data in accordance with (i) the specific purposes notified to you above; (ii) the University's Data Protection Notice and Privacy Policy (as amended from time to time); and/or (iii) otherwise as permitted by the Data Protection Act 1998.

14.5 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 14.

15. Intellectual Property

15.1 You shall own any intellectual property you generate and provide to the University during your programme including, without limitation, the content of examination scripts and assignments, save for where:-

15.1.1 the University has clearly indicated to you prior to your engagement in an activity that any intellectual property generated by such activity will belong to the University, such as (without limitation) Game Jam or Hackathon; and/or

15.1.2 you are a postgraduate student and engage in work as part of a group and/or with staff or a third party company and the University has indicated to you prior to your engagement in such work that any intellectual property generated by such work will belong to the University or a named third party.

16. General

16.1 The terms of the Contract shall only be enforceable by you and the University.

16.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.

16.3 No failure or delay by the University or you 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 prevent or restrict the exercise of that or any other right or remedy.

16.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

16.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

Date last reviewed: March 2022

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