

## APPLICANT AND STUDENT TERMS & CONDITIONS (FOR ENTRY 2026/27 AND 2027/28)

### Who should read this document?

This document provides information for prospective students so that they understand the terms and conditions which apply to the University's application process, as well as the terms which apply when applicants go on register as a student of the University.

This document is provided to applicants through the admissions process and is also made available for students to access through the University website.

### Scope

The Terms and Conditions in this document apply to applicants to University of Cumbria programmes delivered by the University, with the exception of apprenticeships where Terms and Condition are set out in formal Apprenticeship Agreements.

Students studying for a University of Cumbria award under collaborative provision partnership arrangements are subject to the Terms and Conditions of the approved University partner.

### Admissions Terms and Conditions

Information on how we will handle your application (including details of our deferment policy and on your right to cancel) is available on the University website.

The University has an Admissions Policy and Procedure which outlines how admissions is managed at the University, across our range of courses, including roles and responsibilities. A PDF version is available on the University website at [www.cumbria.ac.uk/applicants/policies](http://www.cumbria.ac.uk/applicants/policies).

The University has a 'Request for Review of Admissions Decision Policy and Procedure' which can be used in cases where an applicant has

concerns about how their application was managed.

A PDF copy can be found at [www.cumbria.ac.uk/applicants/policies](http://www.cumbria.ac.uk/applicants/policies).

The information provided to you prior to offer and, should you accept the offer prior to registration at the University (known as the pre-enrolment stage), is up to date and accurate to the best of the University's knowledge. The University will endeavour to limit variations, errors or omissions to publications and other materials. Where information changes we will inform relevant groups as early as possible.

The offer of a place at the University of Cumbria is on the understanding that if you accept a place and register with the University you will be required to agree to abide by and observe the University Academic Regulations, incorporating Academic Processes and Procedures. The Regulations can be found at <https://www.cumbria.ac.uk/academic-regulations>. You should ensure that you read and understand these before accepting an offer of a place at the University.

By accepting an offer of a place as (either your firm or insurance choice) you are indicating that you accept and understand the conditions of your offer and registration and that you take responsibility for meeting these conditions of the offer by the timescales indicated.

Your offer of a place and your subsequent registration with the University is made on the basis that the information supplied in your application is true and complete and that you hold the qualifications you have listed on your application (or via the telephone/other means in clearing).

The University reserves the right to withdraw an offer of a place or to terminate enrolment if information comes to light that an applicant/student has given

false information on their application or has omitted to declare information requested.

The University reserves the right to withdraw the offer of a place if your circumstances change after you have been made an offer which means that you no longer meet the programme's specific requirements.

For courses containing placements, information is provided on the University website at <https://www.cumbria.ac.uk/about/partnerships/placements/Placements>. This information includes placement policies and procedures for different subject areas. Please ensure you read this as it provides useful information on likely travel distance, financial support and codes of conduct for placement activity.

### Student Route Visa Applicants

**Visa Application** - It is your responsibility to apply for entry clearance from your country of residence or for leave to remain as a student (if you are already in the UK) and you must ensure that you have the correct type of valid student visa throughout your studies. It is essential that you comply with the terms of your visa and you are responsible for your own living and study costs whilst in the UK. It is also your responsibility to cover the costs associated with your visa application and your visa renewal. If and when you need to renew your student visa it is essential that you do so as early as possible in advance of the expiry date of your current visa.

If your course is full-time and six months or longer you must obtain a Student Route Visa bearing the University of Cumbria's Sponsor Licence Number prior to your registration. To apply for a Student Route Visa you will need a Confirmation of Acceptance for Studies (CAS) which you can request from us once you have accepted your offer, paid your deposit and met all academic and English language conditions.

Please note: Before any Confirmation of Acceptance for Studies can be issued, we must have evidence that deposits have been paid and funds have cleared.

### CAS request deadlines are:

- PGCE September Start – 24 July
- All other programmes September start – 19 August
- PGCE January start – 28 November
- All other programmes January start – 16 December

### Role of Agents

If you apply to the University via an intermediary such as an agent, representative or educational institution the University will normally communicate with you about your admission directly. The University also reserves the right to pass information about your admissions and registration status and about your programme attendance to the intermediary which is referred to in your application.

### Registration and enrolment (all students)

You become a student of the University when you accept your offer, meet any conditions attached to it, and register with the University at the start of your programme.

If the University allows you to commence the programme as a provisionally registered student (due to outstanding conditions of registration) you will be given a maximum of 8 weeks post registration to meet those conditions before deregistration from the programme. Where professional body timescale requirements are shorter than this, the professional body's requirements take precedence and overrule the 8 weeks grace period.

Should a provisionally registered student on a programme requiring Disclosure and Barring Service (DBS) and/or medical clearance fail to fully submit the Criminal Background Check and/or Medical evidence by the end of week 4, the University may deregister the student from programme at this stage as they are unlikely to fulfil the requirement of being DBS and Medically cleared by week 8.

Provisionally registered students can submit assessed work but will not receive the outcomes of assessment boards or be conferred academic

awards, or credits, if any outstanding conditions of registration are not fulfilled.

As a student you are protected by Consumer Protection legislation, consolidated within the Consumer Rights Act 2015 (CRA), and these Terms and Conditions have been established in accordance with guidance on the implications of consumer legislation for Higher Education Institutions issued by the Competition and Markets Authority (CMA).

The University's Student Protection Plan sets out what students can expect to happen should a programme, campus or institution close, in line with the requirements of the Regulator of Higher Education in England.

Every registered student of the University will be made a member of University of Cumbria Student's Union unless, under the provisions of the Education Act 1994, you opt out of students' union membership by recording that decision in writing with the University of Cumbria Students' Union Executive Committee.

### Student Terms and Conditions

The University's Academic Regulations, Procedures and Processes set out the rules by which the University manages its awards, including assessment, progression and award requirements which you must meet to complete your degree. These comprise:

1. Academic Regulations for Taught Programmes
2. Regulations for Research Degrees
3. Academic Procedures and Processes which the Academic Policies and Procedures which supplement the regulations
4. Information Security Policy, Digital Resource Acceptable Use Policy, E-Safety Policy and Internet Content Filtering Policy

The University's Student Procedures set out the rules, policies and procedures by which the University will manage and support students, and set out the expectations of you as a student. These comprise:

- a) Student Code of Conduct
- b) Student Disciplinary Procedure
- c) Student Progress Review Policy and Procedure.

- d) Fitness to Practise Policy (for courses with professional registration)
- e) Fitness to Study Policy and Procedure.
- f) Precautionary Measures and Student Suspension Procedure
- g) Student Complaint Policy and Procedure
- h) Academic Malpractice Policy and Procedure
- i) Academic Appeals Procedures
- j) Extenuating Circumstances Procedures
- k) Deregistration from Programme / 4 Week Rule Procedures
- l) Provisionally Enrolled Student – Current Provisionally Enrolled (CPE) Status Process and Deregistration

### Student Fees and Finance

Your fee status is determined at the point of application and the fee information is included in your offer letter.

Please refer to the University's Student Financial Regulations which are available in PDF form at <https://www.cumbria.ac.uk/study/student-finance/student-financial-regulations/>. These regulations outline how tuition fees will be charged, when payments are expected and how non-payment of fees is managed. The Student Financial Regulations also include information on how fee rates change over time.

Failure to arrange payment for tuition fees will lead to IT sanctions being implemented, removing access to course related software. Students will be advised by letter, via email and post, that the IT will be blocked 7 days from the date of the letter, providing time for students to contact the Finance Office to discuss options available to them and to arrange payment.

Continued failure to arrange payment for tuition fees can lead to deregistration from course. Students who are deregistered will not be permitted to attend lectures or access online material, nor will they be allowed to stay in University accommodation.

Any student whose tuition fees have not been paid in full will be prevented from progressing to the next stage of their award and/or will be prevented from being awarded their final award and will not be able to attend a graduation ceremony.

Course webpages provide detail of any additional costs you are likely to incur on your course.

You will be responsible for your own living expenses once on course and for travel costs to and from campus.

You may be eligible for scholarships, bursaries or other funding to support your studies. Funding may change or be withdrawn in line with the published terms and conditions.

If you live in accommodation managed by the University, this will be managed on the basis of a separate accommodation contract.

### Home Office Compliance

**Right to Study:** We have an obligation to check all students studying on campus and/or full-time courses have provided evidence of their right to study in the UK. You will be able to upload the evidence to your applicant portal or CAS Shield for students requiring a Student Route Visa. If you are studying a course that requires a DBS check then we also need to see the ORIGINAL of your right to work evidence. More information about acceptable evidence is available at [www.cumbria.ac.uk/applicants](http://www.cumbria.ac.uk/applicants). If you are entering the UK on a Student Route visa you will not be able to undertake this check until you arrive in the UK.

**Student Route Visa Sponsored Students:** The University has a duty to fulfil certain record keeping and reporting duties, which include keeping copies of your current passport and visa; recording your contact details; passing information on your admission and registration status and your attendance to the Home Office and other UK governmental bodies.

If you renew or change your visa or passport at any time during your studies, we will require you to provide us with your new visa and passport details.

The University is also required to monitor the engagement of all students and where engagement is deemed unsatisfactory, is obliged to report this to Home Office and other UK bodies. If you do not comply with the conditions of your visa, for example

if you do not register at the University by the last permitted registration date; if you withdraw; are withdrawn from your studies; interrupt your studies; are excluded for non-payment of fees; if you fail and are not permitted to repeat or if you do not attend your programme, the University will inform these bodies. It is your responsibility to ensure that you understand the implications for your visa in relation to any of the above. If you are uncertain about your status, for instance if you cannot attend because of illness, then you must seek immediate advice from the [Programme Administration Team](#).

All Student Route Visa holders must live within one hour of their campus of study throughout the programme.

### Your right to complain and/or appeal

If you wish to complain about an admissions decision, you should refer to the University of Cumbria's Request for Review of an Admissions Decision Policy and Procedure, which is published on the [University website](#).

If you wish to complain about your experience as a student, you should follow the University's Student Complaints Policy and Procedure which is published on the University's website.

If you wish to appeal against a decision of an assessment board (the body authorised to determine decisions on academic award assessment outcomes) you should follow the University's Academic Appeals Procedures, which are published on the University's website.

Appeals against outcomes of specific student procedures, are set out in each of the relevant Student Policies and Procedures.

### Wellbeing and student support services

All students registered for a University of Cumbria award can access the University's Mental Health and Wellbeing Service. Information on all of the support offered is available on [MyCumbria](#) (the online student HUB). University of Cumbria Students' Union (UCSU) also offers a range of advice and support to students.

Information for students who may be disabled or who may have a specific learning difficulty, including the adjustments and support we offer, is available from University's Disability Service.

Information on Safeguarding and Prevent, including an online training module, and information on how to report any concerns, is available on [MyCumbria](#).

### **Intellectual property and programme material ownership**

You will normally own intellectual property that you generate during your studies. However, there are exceptions to this, which are set out in the University's Intellectual Property Policy.

The University of Cumbria owns the copyright of all programme materials including lecture materials, presentations, online learning resources and assessment materials. You will use these during your studies but the sale, or offer of sale, of copyrighted materials is strictly prohibited. Any allegations of this will be investigated through the University's Disciplinary Procedures.

### **Insurance matters**

The University of Cumbria maintains Employers' Liability and Public Liability insurance policies. You are strongly recommended to make arrangements for insurance to cover loss or damage to your personal possessions.

### **Where we need to make changes to our contract with you**

The University reserves the right to make reasonable changes to these Terms and Conditions. Changes will only be made in order to:

1. comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
2. comply with any changes requested by any regulatory or any funding body;
3. implement legal advice, national guidance or good practice;
4. make them clearer or more favourable to you; and
5. rectify any error that might be discovered in due course.

These changes will normally come into effect at the beginning of the next Academic Year, although the University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or required by law.

The body of rules, regulations, policies and procedures set out within these Terms and Conditions may change from time to time. In particular, the University's Academic Regulations are reviewed, updated and published prior to the start of each academic year, and published in PDF form on the University's website, along with a summary of any changes. You will be directed to this information annually through registration and enrolment procedures along with student communications.

The University will make every effort to provide the teaching and academic facilities necessary for your programme of study. Some circumstances, such as staff changes, resource limitations and factors over which the University has no control, such as a change in the law or professional body requirements, may result in the University having to change aspects of the programmes, modules and/or student services detailed in the prospectus and course webpage information. This could include, but not necessarily be limited to, programme/module content, staffing, the location of study, the mode of teaching, and the facilities provided to deliver or support the programme. The University will take all reasonable steps to minimise disruption to students.

### **Accommodation**

If you live in accommodation managed by the University, this will be managed on the basis of a separate accommodation contract.

### **Circumstances beyond the University's control**

Where the University is affected by an event caused by circumstances beyond its reasonable control, we will take all reasonable steps to continue to provide educational services, including by providing them remotely if appropriate

Neither party shall be liable to the other for any failure or delay in performing its obligations under the Pre-

Enrolment or Enrolment Contract if such failure or delay is due to any cause beyond that party's reasonable control, but the University will take all reasonable steps to minimise disruption to students. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, threat of terrorist attack, invasion, occupations, fire, explosion, storm, flood, earthquake, subsidence, epidemic, natural disaster, failure of public or private telecommunications networks, and acts of God.

Should the University be affected by any events beyond its reasonable control, it will take all reasonable steps to manage the impact and/or implement as appropriate its Student Protection Plan, incident management policy and/or business continuity plans.

Provided that we have acted reasonably we shall not be liable to you for delaying or failing to perform the obligations we have as part of our contractual relationship.

The agreement between you and the university is governed by English Law and subject to the exclusive jurisdiction of the English Courts.

## **When our contract with you will end**

Our contractual relationship with you will come to an end in any of the following circumstances:

- a) on completion of your programme;
- b) where you choose to withdraw;
- c) where the University requires you to withdraw, for example through reasons of academic failure, through student disciplinary procedures or fitness to study/practice procedures, academic malpractice procedures, or failure to pay tuition fees.
- d) if you fail to comply with any immigration conditions;

Once our contractual relationship comes to an end, it will not affect any legal rights or obligations that either you or we have that may have already arisen, for example your obligation to pay any outstanding fees.