



The
University
Of
Sheffield.

Admissions
Service.

Terms and Conditions upon Acceptance of an Offer

Definitions

"we/us/our/University" means the University of Sheffield.

"you/your/student" means a prospective or registered student of the University of Sheffield.

"Course" 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 Course. These terms and conditions, the Offer and the documents, regulations and policies referred to in these terms and conditions and/or the Offer together set out the terms that apply to the Contract.

"Offer" means the offer by us to you of a place on a Course subject to the terms and conditions set out below.

"Tuition fee" means the fee that is payable for participation on a Course.

1. Introduction

- 1.1 The Contract represents an agreement between you and us. By accepting the Offer, you accept the terms of the Contract (including these terms and conditions). If you have any questions or concerns about these terms and conditions, you should contact us by email at study@sheffield.ac.uk before accepting the Offer.
- 1.2 In addition to these terms and conditions, there are other rules and regulations which apply to your attendance at the University and on your Course. Details of these rules and regulations can be found at: www.sheffield.ac.uk/calendar. Please take the time to read these carefully as these documents, together with these terms and conditions and the Offer, form the Contract between you and us. The University's formal Student Admissions Policy can be found at: www.sheffield.ac.uk/study/policies/admissions
- 1.3 Some Courses 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 prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.

2. Offers

- 2.1 The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by our University Senate and any particular requirements prescribed by the relevant Faculty (whether set out in our prospectus, the Offer or otherwise).
- 2.2 The Offer may also be conditional upon you passing an English language test. Information about English language requirements can be found at:
Undergraduates: www.sheffield.ac.uk/undergraduate/apply/english-language
Postgraduates: www.sheffield.ac.uk/postgraduate/english-language
- 2.3 The Offer may be conditional or unconditional. This will be set out in the Offer. 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 to the Course.
- 2.4 Offers will be made through UCAS (for undergraduate applicants) and by email/letter (for postgraduate applicants).

3. Meeting the conditions of an Offer

- 3.1 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 to receive an unconditional offer.
- 3.2 If you have not fulfilled the conditions of the Offer before the earlier of the 31 August following your application or the start date of your course, we reserve the right to withdraw the Offer or to defer your application to the next year of entry. Applicants for postgraduate research studies are exempt from this deadline. Some courses may impose an earlier deadline, and details of this will be set out in the Offer.

4. Changes to an Offer

- 4.1 We reserve the right to make changes to the Offer at any time before you accept it. In the unlikely event of any change being made to the Offer, we will inform you immediately and issue an updated Offer.
- 4.2 If we wish to make any changes to an Offer and/or your Course after you have accepted the Offer (other than changes to a Course which are explained in section 5 below or changes due to circumstances beyond the reasonable control of the University which are explained in paragraphs 4.3 and 6.1 below), we will enter into a dialogue with you to explain the situation and agree any changes.
- 4.3 The University reserves the right to vary the terms of an Offer due to circumstances beyond the reasonable control of the University (for example changes arising from regulatory necessity such as Home Office regulations on level of English language). Where the University is forced to vary the terms of an Offer pursuant to this paragraph, the University will inform all affected Offer-holders as soon as possible.

- 4.4 If the University changes your Offer, you are yet to register and you are not satisfied with the changes, you will be offered the opportunity to decline your Offer and, if you are an applicant for full-time undergraduate study, the University will assist you with liaising with UCAS to determine whether it is possible to substitute your choice.

5. Changes to the Course

- 5.1 The University will use all reasonable endeavours to deliver your Course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin your Course.
- 5.2 The University will be entitled to make reasonable changes to your Course (including to the content and syllabus of the Course where developments in the subject area make that necessary, to the academic year in which the Course is delivered, or to the location of the Course or the method of delivery of the Course) where that will enable the University to deliver a better quality of educational experience to students registered on the Course.
- 5.3 The University will aim to keep any such changes to the minimum necessary to achieve the required quality of experience and will notify and use reasonable endeavours to consult with affected students in advance about any changes that are required. If the University changes your Course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from your Course or transfer to such other Course (if any) as may be offered by the University for which you are qualified and for which places are available. If you choose to withdraw from your Course, you may be entitled to a refund of your Tuition fees in accordance with the University's Student Compensation and Refund Policy (www.sheffield.ac.uk/ssid/fees/compensation) and the University will provide you with reasonable support to assist you in transferring to another provider.

6. Disruption to or withdrawal of the Course

- 6.1 The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately registered students. Sometimes circumstances beyond the reasonable control of the University mean that it cannot provide such educational services. Examples of such circumstances include (without limitation):
- a) industrial action or strikes by University staff or third parties;
 - b) the unanticipated departure or absence of key members of University staff;
 - c) damage to buildings or equipment;
 - d) epidemic or pandemic disease;
 - e) natural disaster;
 - f) failure of public utilities or transport systems/networks (including, for example, power failure);
 - g) terrorist attack or threat of terrorist attack;
 - h) invasion, war (whether declared or not), riot or civil commotion;

- i) the acts of any governmental or local authority (including, for example, changes made by such authority to immigration policy);
- j) where the numbers recruited to a Course are so low that it is not possible to deliver an appropriate quality of education for students registered on it;
- k) changes required by accrediting/regulatory bodies.

6.2 In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or delivering a modified version of the same Course or a merger with another course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

6.3 If the University is forced to make changes due to circumstances beyond its reasonable control and if you are not satisfied with the steps taken by the University pursuant to paragraph 6.2 then you will be offered the opportunity to withdraw from your Course and, if required, reasonable support to transfer to another provider.

6.4 If the University withdraws your Course and you have already paid Tuition fees for that Course, you will be entitled to a full refund of these Tuition fees.

7. Accuracy of application information

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

7.2 We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at the University), without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information.

8. Conditions of admission and registration

8.1 Your admission to the University and your right to study on your Course are subject to you complying with the terms of the Contract and our registration procedures and subject to you observing our Charter, Statutes, Ordinances and Regulations. These documents are available for you to review at: www.sheffield.ac.uk/calendar. If you do not act in accordance with the terms of the Contract we may take disciplinary action against you and one of the possible outcomes of such an action is that your Contract with us may be terminated.

8.2 In order to secure a place on your Course, 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, your application shall be withdrawn without further notice. It is therefore advisable that you have funding for your deposit in place before you apply to the University. Any deposit you pay will be offset against the balance of Tuition fees owed to the University.

- 8.3 When you register for your Course, we will require satisfactory evidence of your ability both to pay Tuition fees and to support yourself during your period of study. If you are unable to provide such evidence you may be granted temporary registration by the University Secretary. A temporary registration period shall lapse if the evidence is not provided within three weeks. Information about paying your fees can be found at: www.sheffield.ac.uk/registration/tuitionfees
- 8.4 We require satisfactory evidence of your qualifications (including English language qualifications if required). Before admission, you may 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 from awarding bodies via UCAS will not need to provide original certificates.
- 8.5 Admission to the University is normally dependent on a satisfactory disclosure of relevant criminal convictions. An Offer may be withdrawn in the case of an unacceptable disclosure, or the failure to disclose. More information is available at: www.sheffield.ac.uk/study/policies/convictions
- 8.6 Where admission to the Course is dependent on an enhanced DBS disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the Head of Department has been obtained. Any registration may be revoked in the case of an unacceptable disclosure.
- 8.7 All students are required to be fit to study, as defined in Regulation 26 of the General University Regulations (www.sheffield.ac.uk/calendar). Students deemed unfit to study may be required to defer their admission or discontinue their Course. More information is available at: www.sheffield.ac.uk/ssid/fitness-to-study
- 8.8 Where admission to the Course is dependent on a satisfactory health check, any registration shall be regarded as provisional until a health check acceptable to the Head of Department has been completed. Any registration may be revoked in the case of an unsatisfactory health check.
- 8.9 When you register on your Course you will be required to sign up to the University's Registration Declaration. In this Declaration, you will be asked to:
- a) agree to accept and observe the Charter, Statutes and Regulations of the University;
 - b) agree to statements regarding the protection of your data;
 - c) confirm that you have read and understood the Essential Reading information provided to you as part of your pre-registration.

The current version of the Registration Declaration can be found at www.sheffield.ac.uk/registration/newstudents/at. Please be aware that this Declaration is updated occasionally and you will need to read it carefully when you complete the Registration Process. You will be asked to agree to the Registration Declaration each year that you register.

9. Fees

- 9.1 If you accept an Offer, you agree to pay all Tuition 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 Tuition fees, as and when they fall due, we reserve the right to withdraw you from your Course (without liability to you).
- 9.2 You acknowledge that (i) in exchange for your payment of Tuition fees we will provide the following services: admission and registration; tuition and research supervision; assessment and examination; and support services, and (ii) additional fees may be payable for additional services as detailed in paragraphs 9.8 and 9.9 below.
- 9.3 The Tuition fees you are obliged to pay are detailed in your Offer. For Home undergraduate students, where there is a change in the amount the University is legally entitled to charge you for your studies, the University reserves the right to increase your Tuition fees up to a maximum of the amount the University is legally entitled to charge you for your studies. For Home postgraduate students, if the duration of your Course is more than one year, fees for future years of study will increase in line with inflation. We offer a fixed-fee guarantee for International students taking courses lasting longer than one year (www.sheffield.ac.uk/international/fees-and-funding/tuition-fees). Fees are explained in more detail on our Tuition fees pages (www.sheffield.ac.uk/registration/tuitionfees): please read the relevant section of these pages and print a copy for your records. If the University seeks to amend your Tuition fees it will notify you as soon as possible, and if you are unhappy with the revision to your Tuition fees you will be entitled to withdraw from your Course. If you choose to withdraw from your Course, the University will provide you with reasonable support to assist you in transferring to another provider.
- 9.4 Students are responsible for the payment of their Tuition fees. In the case of a sponsor's failure to pay a student's Tuition fee, or agreed part thereof, the student will be liable for any unpaid fees and the University reserves the right to exercise its rights under paragraph 9.1. In the case of a loan withdrawal on the grounds of ineligibility, the student will be liable for any unpaid fees and the University reserves the right to exercise its rights under paragraph 9.1.
- 9.5 Except with the agreement of the Student Fees Team, continuation into a further period of study will not be permitted until the student has paid all Tuition fees due to the University, or arranged payment of any debt via the Personal Payments Scheme.
- 9.6 Except with the permission of the President and Vice-Chancellor, the award of any qualification will be withheld until the student has paid all Tuition fees due to the University.
- 9.7 The University may pursue legal proceedings in relation to non-payment of Tuition fees.
- 9.8 A refund of Tuition fees may be made if you withdraw from your Course. Refunds are to be provided in accordance with the University's Tuition Fee Refund Policy (www.sheffield.ac.uk/ssid/fees/refunds).

- 9.9 In addition to your Tuition 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 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.
- 9.10 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from Tuition 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.

10. Immigration

- 10.1 If you are resident outside the United Kingdom, 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 you from your Course (without liability to you).
- 10.2 Both the University and all International students must comply with all required immigration legislation and related University policies at all times during an International student's period of study at the University. Please see www.sheffield.ac.uk/ssid/international for details.
- 10.3 If you choose to withdraw from your studies or if your registration is terminated by the University, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 10.4 If your visa is revoked for any reason, the University will terminate your registration.
- 10.5 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.

11. Intellectual property

- 11.1 If you are a student undertaking an undergraduate or taught postgraduate programme of study you will own the intellectual property rights created by you during your Course, except in certain circumstances which are set out in detail within our Regulations relating to Intellectual Property (located at: www.sheffield.ac.uk/calendar).
- 11.2 If you are undertaking a higher degree by research you will be obliged to assign certain intellectual property rights generated by you throughout the Course to the University in accordance with the Regulations relating to Intellectual Property (located at: www.sheffield.ac.uk/calendar). This requirement to assign such

intellectual property rights will not extend to the copyright in the thesis you submit for examination as part of your Course.

12. Data protection

Within this section 12 the following definitions apply:

“Authorised Purposes” means the purposes for which the University may process your personal data set out in paragraphs 12.2 and 12.3.

“Data Protection Legislation” means the General Data Protection Regulation and the Data Protection Act 2018, as well as all other legislation enacted in the UK in respect of the protection of personal data.

The University’s policies and guidance relating to data protection are located at: www.sheffield.ac.uk/govern/data-protection/policies. The University’s Privacy Notice relating to prospective, current and former student data is located at: www.sheffield.ac.uk/govern/data-protection/privacy/students

- 12.1 The University collects, holds and processes information about all applicants to the University and all students at the University. This will include personal data (which identifies you as an individual) and may include certain sensitive personal data (which includes information relating to an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sex life or sexual orientation or criminal convictions) under the Data Protection Legislation.
- 12.2 The University processes the personal data provided by applicants and/or students (including information from application forms):
 - 12.2.1 to administer applications; and
 - 12.2.2 to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). For information about how HESA will process your personal data please see its Student Collection Notice: www.hesa.ac.uk/about/regulation/data-protection/notices
- 12.3 If your application is successful the University will also process your personal data for the purposes of fulfilling its obligations and responsibilities to and relationship with you under the Contract, including the following:
 - 12.3.1 to deliver your Course and provide educational, teaching and research services to you;
 - 12.3.2 to facilitate, administer and record the details of your academic studies (including any placements with external organisations) and determine your examination achievements;
 - 12.3.3 to provide you with and manage your use of University facilities and services and participation at University events;

- 12.3.4 to monitor your performance and attendance;
 - 12.3.5 to provide you with support;
 - 12.3.6 to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;
 - 12.3.7 to enable effective communication with you;
 - 12.3.8 to operate security, disciplinary, complaint and quality assurance processes and arrangements;
 - 12.3.9 to administer the financial aspects of your relationship with the University (including the processing of any payments made by you to the University) and of the relationship between you and any funders;
 - 12.3.10 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;
 - 12.3.11 for legal, personnel, administrative and management purposes including the processing of sensitive personal data relating to you, which may include, as appropriate, information about your physical or mental health or condition in order to provide access arrangements, to monitor welfare, leave from study or extenuating circumstances, and to take decisions as to your fitness for study and/or for other uses as may be required by law; and
 - 12.3.12 for the tasks carried out by the University in the public interest and/or other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an Alumni Programme: www.sheffield.ac.uk/alumni/privacy-policy).
- 12.4 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. The third parties may include: your family, health professionals or the police; the UK government and its agencies; sponsors and funding bodies; and professional bodies as permitted in accordance with the Data Protection Legislation.
- 12.5 The University may also share your personal data (i) with third parties that process data on the University's behalf to support the University in fulfilling its obligations and responsibilities to and relationship with you under the Contract; or (ii) where such sharing is necessary or reasonably required to achieve one or more of the Authorised Purposes. Such third parties include without limitation: service providers providing a service to the University under contract, for example email, online learning and payroll services; the UK government and its agencies; organisations supporting outreach activities; student recruitment agents; Study Group; sponsors and funding bodies; banks, money transfer providers and debt agencies; professional bodies; partner institutions and organisations; Year In Industry employers; graduate employers and recruitment agents; and the University's legal representatives and insurers/brokers. Further information can be

found in the Privacy Notice: www.sheffield.ac.uk/govern/data-protection/privacy/students

- 12.6 In certain circumstances, it may be necessary to transfer your personal data (including sensitive personal data) outside the European Economic Area. In respect of such transfers, the University shall comply with its obligations under the Data Protection Legislation including taking reasonable steps to ensure an adequate level of protection for all personal data (including sensitive personal data) transferred outside the European Economic Area.
- 12.7 The University will only process your personal data in accordance with (i) the Authorised Purposes; (ii) the University's Data Protection Policies located at www.sheffield.ac.uk/govern/data-protection/policies; and/or (iii) otherwise as permitted by the Data Protection Legislation.
- 12.8 You must ensure that you are fully aware of and understand the University's policies relating to data protection and data security, including the University's Data Protection Policies (www.sheffield.ac.uk/govern/data-protection/policies). You agree that you will comply with these policies and any other policy introduced by the University from time to time to comply with the Data Protection Legislation.
- 12.9 You may be given further information about the processing of your personal data when you use specific services and facilities offered by the University.
- 12.10 The University needs to be able to confirm who has been a student, and needs to be able to do this for all previous years. When you leave the University, whether because you complete your Course or otherwise, certain limited information about you will be retained indefinitely for these purposes. Other personal data will be retained for six years after the completion of studies. Information about the University's retention of data can be found in the Privacy Notice: www.sheffield.ac.uk/govern/data-protection/privacy/students

13. Liability

- 13.1 We are not liable for:
 - 13.1.1 any harm to you, which we could not have expected when we entered into this Contract;
 - 13.1.2 any damage you suffer that is outside our reasonable control;
 - 13.1.3 indirect loss of opportunity, business, revenue, profit, or savings that you expected to make or any other consequential loss.
- 13.2 Nothing in this Contract limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud.
- 13.3 If for any reason we are found to be liable for any losses suffered by you in connection with this Contract, our liability will be limited to the amount of fees paid to us at the date the liability arises or the fees for one year of the Course, whichever is greater.

14. Consumer Contracts Regulations

In certain circumstances, our admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – this will be the case where the Contract between you and us is made exclusively by means of distance communication (for example via email or the internet). Where this is the case, you may cancel the Contract by informing us in writing within 14 days of you accepting the Offer. Applicants who have applied via UCAS are advised to use the UCAS system to cancel the Contract; other applicants may use the model cancellation form set out in the Appendix to these terms and conditions to cancel the Contract. 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 14 days of us receiving your written notice of cancellation.

15. Complaints Procedure

- 15.1 If you have a complaint about the University, you should follow the University's Complaints Procedure which can be found at: www.sheffield.ac.uk/ssid/complaints-and-appeals
- 15.2 Registered students who have followed the University's Complaints Procedure to completion but remain dissatisfied have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

16. Interactions between the applicant and the University

- 16.1 The University is committed to ensuring that any interaction with applicants is conducted in a professional, courteous and respectful manner and it expects that any communication from applicants is conducted in the same way.
- 16.2 The University will not tolerate inappropriate behaviour or language towards its employees or members of the wider University community. Hostile, aggressive or otherwise inappropriate behaviour or language, whether expressed verbally or in writing, will be viewed seriously and may adversely affect the consideration of an application, appeal or complaint, or the student's ability to continue studying on their Course. The University will normally warn an applicant that their behaviour or language is inappropriate and that action is being considered, but where the behaviour or language is particularly inappropriate no warning need be given before action is taken. Such action may include a referral in line with the University's discipline regulations, the withdrawal of an Offer or the rejection of an application, or the termination of a student's registration.
- 16.3 Conduct which constitutes a criminal offence will be referred to the relevant authorities.

17. General

- 17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 17.6 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.7 You and the University irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX

MODEL CANCELLATION FORM

To: The University of Sheffield
 Western Bank, Sheffield, South Yorkshire S10 2TN

I hereby give notice that I cancel my contract with the University for a place on the following
Course:

Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student: _____

Date: _____