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"))) if the University's rules, regulations, policy and procedures located at https://www.lincoln.ac.uk/home/aboutus/universitry/guardian- /regulationspolicies) as amended from time to time; and (ii) the programme at or prior to the date of the Offer and the University's terms and conditions as to your relations with the University (the "Contract").

1.3 If you have any questions or concerns about these terms and conditions of 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 those 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 professional bodies' terms and conditions.

1.5 If you do not act in accordance with the Contract, or if you do not meet your expectation that you will maintain a standard of conduct which is not harmful to your studies at the University, we may take disciplinary action against you, under the Student Conduct and Disciplinary Procedure which can be found at http://secretariatsblogs.lincoln.ac.uk/studentconductanddiscipline/. 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 30 working days of the start of the term that your programme begins, the University reserves the right to refuse to enter into any registration with 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 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 Tier 4 visa to study in the UK) is true and accurate.

2.2 If it is discovered that your application contains material inaccuracies or fraudulently overstated your qualifications, 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 as a result of your initial application, or withdraw any right to a refund, 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 to 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. Immmigration

3.1 You will need to demonstrate, at the point of registration, that you have a valid immigration status that underpins your intended programme of study. If you are unable to demonstrate that you have a valid immigration status the University reserves the right 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 Tier 4 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-enroll in accordance with Clause 6; 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 would affect the validity of your Tier 4 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 your immigration status. If you fail to meet the conditions of your Offer, the University reserves the right to withdraw your Offer. If you fail to meet the conditions of your Offer is conditional, the University will set out the conditions which you will need to fulfill in order to be admitted to your programme with the University. In such circumstances any deposit paid by you will be retained by 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 requiring enrolments can be found at https://www.lincoln.ac.uk/home/welcometo/enrolment/continuingundergraduate-postgraduateadmissions.

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 You may be required to pay a non-refundable minimum application fee to reserve your place with the University. This application fee cannot be refunded once paid, or if satisfactory evidence produced that such fees will be paid by a third party.

5.2 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 third party. By sponsoring authority on receipt of your University’s invoice, you will be personally liable to pay your programme fees if a sponsoring authority fails to do so.

5.3 In the event that your programme fees have not been paid in full by the due date, your Offer will be withdrawn, but not failed, to refuse to continue on your programme of study and terminate the Contract (without incurring any liability to you).

5.4 The University may pursue legal procedures in relation to non-payment of programme fees.

5.5 In accordance with the University’s Academic Fees Regulations (part H of the University’s terms and conditions of study), a refund of programme fees may be made if you withdraw from the programme with the agreement of the relevant Head of School.

5.6 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 studentadvisors@lincoln.ac.uk.

6. Other Changes

6.1 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 fee and IELTS re-submission fees, although some assistance from University funds may be available to meet such expenditure, you shall have primary responsibility for payment.

6.2 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.

6.3 Details of any additional significant expenditure that you may be required to incur in relation to your programme and accommodation may be found in http://secretariatsblogs.lincoln.ac.uk/feesandfinance.

6.4 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 fee) you will be recorded as a debitor of the University in any references requested from the University.

6.5 Details of any additional significant expenditure that you may be required to incur in relation to your programme and accommodation may be found in http://secretariatsblogs.lincoln.ac.uk/feesandfinance.

6.6 Your University will be entitled, but not bound, to refuse to continue on your programme of study and terminate the Contract (without incurring any liability to you).

6.7 The University may use reasonable endeavours to deliver your programme as per the terms of this Contract, and to vary minor elements of your programme from that described in the prospectus in order to improve the quality of educational services, in accordance with the University's obligations under the Further and Higher Education Act 1992 Schedule 1 and Schedule 10 to the University Student Administration, 3rd Floor Minerva Building, Lincoln, Bratford Pool, Lincoln, LN5 7TS ("Independent Adjudicator for Higher Education") in such circumstances, without liability.

6.8 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://secretariatsblogs.lincoln.ac.uk/studentconductanddiscipline/

6.9 Programme changes / withdrawal after registration

6.9.1 Once you have registered as a student of the University the University will use reasonable endeavours to deliver your programme as per the terms of the Contract.

6.9.2 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 not substantially different programme, and if the University believes that you are suitable for such a programme, the University may cancel the Contract and withdraw from the programme without incurring any further liability for programme fees and you shall be entitled to a full refund as soon as reasonably possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may have the right to have a complaint to the Independent Adjudicator for Higher Education.

6.9.3 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 fulfil all the academic requirements of your programme, including any expectations of attendance at lectures, seminars, and other teaching sessions provided by the University.

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 in Part E of the University's terms and conditions of study, at http://secretariatsblogs.lincoln.ac.uk/studentcomplaints/studentcomplaints/

11.2 If, having followed the University's Complaints Procedure to completion, you remain 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:

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 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.