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 are deemed to accept these terms and conditions in full, which along with (i) your offer letter from the University (including details of your offer), (ii) the University's rules, regulations, policies and procedures located at https://www.lincoln.ac.uk/home/aboutuniversity/governance/regulations/policies (as amended from time to time) ("the Offer") and (iii) the details on outstanding visa applications and previous immigration history. By accepting these terms and conditions, you agree to the rules, regulations, policies and procedures as they may be amended from time to time.

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 1522 880697 or by email admissions@lincoln.ac.uk

1.4 Some programmes may require you to agree to 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 accepting these terms and conditions, you also agree to abide by any relevant professional body or third party provider terms and conditions.

1.5 If you do not act in accordance with the Contract, or if you do not meet the relevant assessment or enrolment requirements, you are deemed to be in breach of a condition of the Contract, which is harmful to the work, good order or good name of the University, we may take steps against you under the Student Conduct and Disciplinary Procedure which can be found at https://secretariat.blogs.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.

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 reserves the right to withdraw or amend your offer, or terminate your registration at the University, according to the circumstances, set out in the General Regulations. In any 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 which terms and conditions in full, which along with (i) your offer letter from the University (including details of your offer), (ii) the University’s rules, regulations, policies and procedures located at https://www.lincoln.ac.uk/home/aboutuniversity/governance/regulations/policies (as amended from time to time) ("the Contract") and (iii) the details on outstanding visa applications and previous immigration history. By accepting these terms and conditions, you also agree to abide by any relevant professional body or third party provider terms and conditions.

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 study of programme. If you fail to demonstrate that you have a valid immigration status, the University reserves the right to withdraw your registration and as a student of the University the University will use all reasonable endeavours to assist you in finding an alternative compatible 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;

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

10.2 You must:

10.2.1 use all efforts to fulfill all the academic requirements of your programme;

10.2.2.1 complete any programme of work and other assignments, attendance at examinations and assessments, 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 therein, in the University you may be subject to discipline against you under the Student Conduct and Disciplinary Procedure which can be found at https://secretariat.blogs.lincoln.ac.uk/studentconductanddiscipline/

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/studentcontention/studentcomplaints/ This Complaints Procedure may require you to make an complaint to 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:

14.2.5.1 your fitness for study or for other uses as may be required by law; and

14.2.5.2 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.

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