



## Terms and Conditions for Applicants and Students commencing their studies in Academic Year 2024/5

### 1. Introduction

- 1.1 These Terms & Conditions aim to provide applicants and students of Edinburgh Napier University (ENU) and Edinburgh Napier University International College (ENUIC) with key information they need to know, or would find helpful, before choosing to accept an offer of admission and/or starting your studies.
- 1.2 For applicants and students of ENUIC these Terms and Conditions should be read in conjunction with those provided by ENUIC and Oxford International Education Group (OEIG)
- 1.3 You confirm your acceptance of these Terms and Conditions when you accept an offer of a place to ENU or ENUIC. When you register as a new student to ENU or ENUIC you will be asked to re-confirm your acceptance of these Terms & Conditions, including your agreement to adhere to ENU's regulations, policies and procedures.
- 1.4 The Terms & Conditions are updated annually for students entering ENU and ENUIC the following September and are published on our website for each academic year, accessible via a pdf link.
- 1.5 ENU's [Admissions Policy](#) sets out how the University will process your application submitted via UCAS or directly to the University and outlines how to request feedback on any decision which has been made.
- 1.6 The [Student Charter](#) sets out ENU/ENUICs responsibilities to its students and also explains what the University expects of its students.
- 1.7 ENU's [Academic Regulations](#) set the academic framework in which our degree programmes ENU & ENUIC are delivered.
- 1.8 ENU's Admissions Policies, Student Charter and Academic Regulations are updated annually and are listed on our [Student Portal \(myNapier\)](#).
- 1.9 If you have any queries regarding these Terms & Conditions, or you require the information in hard copy or another format, please contact the relevant ENU Admissions Team ([Postgraduate Admissions Team](#) or [Undergraduate Admissions Team](#))

## 2. Your Application

- 2.1 Applications to ENU are normally made online, either via the Universities and Colleges Admissions Service (UCAS) or our direct online application. Applications to ENUIC are made directly to the College. You are responsible for ensuring that all information submitted as part of the application is accurate. Should it become apparent that incorrect or fraudulent information has been submitted as part of the application, the ENU/ENUIC reserves the right to withdraw your place.
- 2.2 We strive to provide as much information as possible about our programmes and our services on our website, to enable you to make an informed choice about your application. Information about the programme you are applying for can be found at ENU's [Courses Webpage](#). ENUIC courses can be viewed [here](#).
- 2.3 Our course information provides details for each of our taught degree programmes on the mode of study, duration of programme, name of award, location, tuition fees and how to apply. You will find information about our minimum entry criteria, the modules you will study, alongside links to all our [Admissions Policies](#). Similar information about our research degree programmes can be found on our [Research Degrees webpage](#).
- 2.4 If the programme you will graduate from is formally accredited by a professional body, this information can be found by doing a search for 'accredited courses' on ENUs [Courses Webpage](#).

## 3. Admissions Decisions & Responses

- 3.1 If you receive an offer of admission it will be either conditional or unconditional.
- 3.2 An unconditional offer means that you have already met ENU / ENUIC's academic entry requirements and have been accepted for the programme (subject where relevant to the payment of any deposit required or successfully obtaining immigration permission to study in the UK). In choosing to accept an unconditional offer of admission, you are accepting your place and the Terms & Conditions within this document.
- 3.3 A conditional offer of admission sets out any conditions attached to your offer. This will normally be academic qualifications but you may also be asked to provide other information, for example copies of references, evidence of work experience or verification of your English Language ability. In choosing to accept a conditional offer of admission you are confirming that, if you meet the

conditions we have set, you are accepting your place and the Terms & Conditions within this document.

- 3.4 If you meet or exceed the conditions ENU / ENUIC have set, we will confirm your place. If you fail to meet the conditions we have set, you should contact the relevant Admissions Team for further advice, [PG Admissions](#) or [UG Admissions](#) or if your application is to ENUIC, the [College Admissions team](#).
- 3.5 Your response to our offer should either be made directly via UCAS (for full-time undergraduate programmes) or directly to the relevant Admissions Team (for all other modes or levels of study where you apply directly to ENU/ENUIC).
- 3.6 Prior to admission, applicants will be expected to provide copies of all the qualifications stated within the application form for verification purposes. Failure to provide this information may lead to withdrawal of your place.

## **4. Cancellation Rights, Withdrawal or Suspension of Studies**

- 4.1 In line with Consumer & Marketing Authority (CMA) guidance, all applicants have a 14 day cancellation period. This means if you change your mind about accepting or declining our offer of admission, you have 14 days from the point at which we make the offer, in which to get in touch and change your mind. You can do this by contacting the relevant Admissions Team or for ENUIC applicants following the process outlined in the ENUIC/OIEG Terms and Conditions.
- 4.2 If you change your mind once you have registered as a student with us and choose to withdraw from your studies, you are required to contact your Personal Development Tutor (PDT), Director of Studies (for research students) or ENUIC Hub Team to inform them that you no longer wish to continue with your studies. Further guidance for students thinking of leaving can be found [here](#).
- 4.3 If you choose to withdraw or suspend your studies, dependent on when you choose to do this, you may be liable to pay a proportion of tuition fee for the classes you have attended and/or the research supervision you have received. Any refund which is due to you, will be made in accordance with Section 3 of our [Fees Policy](#). The ENU Finance Team will advise on this. ENUIC students, whilst studying at the College, are subject to the fees terms and conditions outlined in the OIEG/ENUIC Terms and Conditions.

## **5. Fees & Costs**

## 5.1 Tuition Fees

- 5.1.1 ENU and ENUIC charges different tuition fee levels depending on whether you are classed as a Home (Scottish) student; a RUK/ROI (Rest of the UK and Republic of Ireland) student; or an International (Full-Fees) student.
- 5.1.2 As part of your admissions offer letter you will be assigned a tuition fee status, and notified of the tuition fee costs for your first year of study. This assessment may vary from that which is determined by the Funding body you apply to e.g. Student Awards Agency for Scotland.
- 5.1.3 Decisions regarding fee assessments are made using [Scottish Government Fee Regulations](#). If you believe your fee assessment is incorrect you must notify us within 28 days of receiving your decision and before you accept our offer of admission.
- 5.1.4 The assessment of your fee status is based on the information provided to ENU/ENUIC as part of the application process. If, at a later date, the University is made aware, for example from UCAS or the Student Awards Agency for Scotland (SAAS), that incorrect or false information was originally provided, and if this information brings the original fee assessment decision into question, the University reserves the right to revise its original fee assessment and/or withdraw the offer we have made to you.
- 5.1.5 Once you register as a student with ENU or ENUIC, your fee status will remain the same for the duration of your studies through to completion of your intended degree programme. Once you have commenced your studies, your fee status can only be amended if you meet specific criteria, as set out by the [Fee Regulations](#).
- 5.1.6 If your tuition fee costs are over £6500 and you are responsible for paying your own fees, you will typically be required to make a deposit payment of £5000 to secure your place on the programme.
- 5.1.7 For ENU entrants, instructions on how to make your deposit payment and/or how to set up payment plans for the payment of your fees are included in your offer of admission or can be found [here](#). ENUIC applicants will be advised of the deposit payment required and process for paying this in your offer letter.
- 5.1.8 All tuition fees should be paid in full, no later than registration. If necessary, a payment plan may be set up at the discretion of the University or ENUIC. Failure to pay your tuition fees by the required deadlines may lead to sanctions being applied (including restricting access to learning and university systems whilst you are in debt) and you being withdrawn from your programme of study. Details of our tuition fee policies can be found [here](#).

5.1.9 Students who are sponsored must provide a letter of sponsorship as evidence of funding. If your sponsor fails to pay your tuition fees, you will become responsible for this payment.

5.1.10 Tuition fees are subject to an annual review and may increase from one academic year to the next. Any annual increment in the cost of tuition fees while you are at ENU/ENUIC will take into account the following circumstances:

Any increases set or prescribed by regulatory bodies (other than the University) such as the Student Awards Agency for Scotland (SAAS) and the UK Government and/or;

Any changes to the cost of delivering our programmes. Factors taken into account include inflationary measures such as the retail price index (RPI), projected increases in university costs, changes in the level of grant from the Scottish Funding Council (SFC), costs of provision of teaching, supervision and course-related facilities.

## **5.2 Accommodation Costs**

5.2.1 Undergraduate ENU Students (including ENUIC students) coming to the University for the first time (including direct entrants), who will be studying for a full academic year and who live out with the Edinburgh (EH) postcode area are guaranteed an offer of place in our accommodation provided you meet the criteria for this.

5.2.2 You apply for accommodation online, once you are holding an unconditional firm offer of admission. Students who apply and make the required £500 advance rent payment by the guarantee date/time are guaranteed an offer of accommodation. This may be third party accommodation, which has been carefully selected by the University.

5.2.3 If you are allocated a place in ENU provided accommodation, you will sign a tenancy document which is legally binding and means you are liable for all rents for the full duration of your tenancy. Full details of the application process, deadlines, and policies can be found on our [Accommodation Website](#).

## **5.3 Graduation Costs**

5.3.1 At the end of your period of study, should you meet the academic requirements for an award from the University you will be eligible to graduate and receive a parchment. There is no charge to graduate from the University.

5.3.2 Attendance at the graduation ceremony is not mandatory, however if you choose to attend your graduation ceremony, you will be responsible for paying the associated costs. Full details of the costs associated with attending the

graduation ceremony, including cancellation and additional ticket costs, can be found on [myNapier](#).

5.3.3 Students who do not wish to attend the graduation ceremony can choose to graduate *In Absentia* to receive their parchment. Full details of this process can be found on [myNapier](#).

5.3.4 Replacement parchments for graduates can be provided at a cost from [here](#).

## **5.4 Other Costs and Charges**

5.4.1 For ENU/ENUIC students, charges will apply where requests are made for replacement Student ID Cards, copies of transcripts, official letters or diploma supplements. Full details can be found at our [Student Records Shop](#).

5.4.2 Students should be aware that charges are made for printing within ENU/ENUIC. Full information can be found at [myNapier](#).

5.4.3 ENU/ENUIC students who use the Library will be responsible for payment of any charges incurred due to the late return or loss of items. Full information can be found at [myNapier](#).

5.4.4 Where attendance on a fieldtrip is a compulsory or optional part of your programme of study, we will include this information in the Fees Section of ENU's [Courses Webpage](#), including details of the costs. ENUIC students should consult the relevant ENU course web page for the degree programme they will progress onto upon completion of their ENUIC studies.

## **6. Criminal Convictions, Protecting Vulnerable Group (PVG) Checks & Fitness to Practise**

6.1 You must declare any relevant, unspent criminal convictions directly to ENU/ENUIC. Guidance on the types of convictions requiring to be declared along with how these convictions will be investigated as part of the Admissions process can be found within the University's [Policy for Applicants with Declared Criminal Convictions](#).

6.2 Students who receive a conviction, reprimand or caution between an offer of admission being made and the start of studies are required to ENU/ENUIC. This should be done by writing to the ENU Head of Admissions or in the case of ENUIC entrants, the College Director who will investigate this in accordance with the University's [Policy for Applicants with Declared Criminal Convictions](#).

- 6.3 Students who receive a conviction, reprimand or caution during their studies are required to inform their Personal Development Tutor (PDT), Director of Studies (for research students) or ENUIC Hub Team who will refer to the [University's Student Conduct regulations](#), in order to determine whether any further action is required.
- 6.4 All applicants accepted for one of ENUs Nursing, Midwifery, Physiotherapy, Occupational Therapy, Secondary Education Social Work or Career Guidance programmes will be required to complete a Protecting Vulnerable Groups (PVG) application prior to admission. Further information will be provided to applicants on how to complete the check once the offer has been accepted.
- 6.5 You may also be asked to complete a PVG if, as part of your studies, you will be undertaking a placement or research which involves working with children and/or vulnerable adults.
- 6.6 Information provided in your PVG certificate will be investigated in accordance with the University's [Policy for Applicants with Declared Criminal Convictions](#). If your PVG check reveals information which may make you unsuitable for the programme you have applied to, the University reserves the right to withdraw the offer of admission.
- 6.7 Registered students for ENU's Nursing, Midwifery, Physiotherapy, Occupational Therapy, Secondary Education Social Work or Career Guidance programmes are required to inform their PDT or College Hub Team if they receive a conviction, reprimand or caution during their studies. Such cases will normally be investigated by the School's Fitness to Practise Panel.
- 6.8 Further information about PVG and criminal record checks can be found in our [Admissions Policy](#).

## **7. Immigration and Student Visas**

- 7.1 Students who are nationals from a country outside of UK and Republic of Ireland, may require a Student Visa to study in the UK.
- 7.2 [Visa & International Support Team](#) or ENUIC's [Admissions team](#) can provide advice and guidance on the [visa application process](#), however it is your responsibility to ensure you meet all the immigration conditions/terms associated with a Student Visa. Applicants should therefore be aware that an offer of admission to study at ENU/ENUIC does not guarantee that you will meet the UK's immigration requirements.
- 7.3 As part of the registration process you will be asked to provide evidence of your immigration status. You will also be provided with a set of [Student Visa Responsibilities](#), specifically related to your Student Visa sponsored status.

- 7.4 These Student Visa responsibilities clearly set out your obligations as a Student Visa sponsored student and the ENU/ENUIC's responsibilities to ensure it complies with Government immigration legislation. You are therefore required to read, agree and sign up to these Terms & Conditions as part of the registration process.
- 7.5 Throughout your studies you will be required to attend and engage with your studies. We monitor compliance with this requirement by monitoring your attendance at lectures/classes as recorded on class registers and/or student check-ins via the [student check-in service](#), and by monitoring your engagement with our online services. You may be required to attend Student Visa attendance checks. Failure to attend these checks may lead to ENU withdrawing its sponsorship, which may mean you are unable to remain in the UK.
- 7.6 If you decide to undertake part-time paid work, alongside your studies, you must ensure that you do not exceed the working hours permitted under the terms of your visa.
- 7.7 If, for any reason you are withdrawn or suspended from your studies due to your non-attendance or failure to progress in accordance with the University's Academic Regulations, or your failure to pay any outstanding fee or monies owed to the University, the University is legally required to report this to UK Visa and Immigration (UKVI). If we do this we will inform you in writing via email to your Edinburgh Napier student email account and provide advice and guidance on the process.
- 7.8 As a Student Visa sponsored student, it is your responsibility to ensure you have the correct visa permission to enter and remain in the UK and that you comply with the terms of your visa.
- 7.9 Further information about Visa and Immigration matters for current students can be found on [myNapier](#).

## **8. Registration**

- 8.1 The formal process of registering, arranging payment of your fees, and becoming a student at ENU/ENUIC is called registration.
- 8.2 When you register as a new student at ENU/ENUIC you will be asked to re-confirm your acceptance of these Terms & Conditions, including your agreement to adhere to ENU / ENUICs regulations, policies and procedures, as well as our Information Security policies.
- 8.3 Information regarding registration for new taught students is normally sent out 4-6 weeks prior to the programme start date. All new ENU/ENUIC students



must register by the University's final registration date, which is normally three weeks after the programme start date. Students who fail to register by this date will be withdrawn from studies.

- 8.4 All returning taught students are required to re-register at the start of each new academic year and arrange payment of your tuition fees. As part of this re-registration process you will be required to confirm your acceptance of ENU/ENUIC's regulations, policies and procedures. Failure to complete this registration process may lead to the University withdrawing your place of study.
- 8.5 Research degree students have a programme start date of the 1<sup>st</sup> of the month and must register by 15<sup>th</sup> of the month. Students who fail to register by this date will either be withdrawn or deferred to the next available start date, subject to University approval. Returning research degree students are automatically re-registered, subject to satisfactory academic progress.
- 8.6 Students who are studying on a student visa will be required to undertake additional checks (please see Section 7 of this document Immigration and Student Visa Visas).
- 8.7 All ENU/ENUIC registered students will receive an ENU student email address. Students have a responsibility to check this email account regularly, as this is how we will communicate with you about any changes to your student status.

## **9. Changes to programmes**

- 9.1 ENU and ENUIC make every effort to deliver programmes of study in accordance with the description set out on the website and in our prospectus.
- 9.2 Although reasonable steps are taken to provide the programmes and services described, ENU and ENUIC cannot guarantee the provision of any programme or facility in the event of certain circumstances. Such circumstances include (but are not limited to) industrial action, lack of demand, departure of key staff, changes in legislation or Government policy, withdrawal or reduction of funding or other circumstances beyond ENU or ENUIC's reasonable control. In these types of circumstances, ENU or ENUIC MAY make variations to the contents or methods of delivery of programmes, discontinue, merge or combine programmes and introduce new programmes, if such action is reasonably considered to be necessary by ENU or ENUIC. At all times ENU or ENUIC will seek to minimise the impact on our students.
- 9.3 In the unfortunate event that ENU or ENUIC takes the decision to discontinue or withdraw a programme during the application process (and before you have matriculated) we will:

- Advise you of this decision as soon as possible
- Explain why this decision is being taken
- Where possible, offer an alternative programme of study at ENU or ENUIC
- If we are unable to offer an alternative programme of study we will make every effort to advise you on other institutions which may offer a similar programme

9.4 Similarly, if for any reason ENU or ENUIC takes the decision to amend or make any changes to a module or a taught programme once you have registered we will:

- Explain why this decision is being taken
- Communicate this change through Student Staff Liaison Committees, Boards of Studies and the programme pages on Moodle
- Ensure where there are any proposed changes to compulsory modules, that you are informed at least one trimester (for ENUIC one term) before you are due to start the module unless there are exceptional reasons in which case notification will be made as soon as possible and no less than 12 weeks prior to the commencement of the module.

9.5 The ENU Research Degree Committee (RDC) reviews the research degree regulations and framework each year. Any change to research degree programmes would be communicated to research students by the RDC Clerk, with an explanation as to why the decision is being taken.

## 10. Complaints

10.1 ENU and ENUIC is committed to providing an excellent customer service for both applicants and students. If something goes wrong, either during the application process (for ENU courses) or once you have registered with us, please contact the [University Complaints Office](#). If something goes wrong during the application process for ENUIC programmes please follow the process outlined in the OIEG/ENUIC Terms and Conditions.

10.2 We aim to resolve any complaints in a fair, efficient and transparent manner, as quickly as possible and our [website](#) sets out the stages and timescales for investigation.

## 11. Data Protection

11.1 For the purposes of Data Protection legislation (GDPR and Data Protection Act 2018 (which together are referred to as the “Data Protection legislation”))

the data controller is Edinburgh Napier University, Sighthill Campus, EH11 4BN. The OIEG Privacy Policy which outlines how OIEG control data submitted by ENUIC applicants and students can be accessed [here](#).

- 11.2 The University is committed to protecting the rights and freedoms of individuals with respect to the processing of their personal data. The University will do so in accordance with Data Protection legislation, its Data Protection Policy and Code of Practice and the Student Matriculation Statement. Further information can be found on [myNapier](#).