

Terms and Conditions for Applicants and Students studying at one of our Overseas Partner Institutions.

2024/25 Entry

1. Introduction

- 1.1 These Terms & Conditions aim to provide applicants and students of Edinburgh Napier University (ENU) who are intending to, or are studying on, one of our degree programmes delivered in conjunction with one of our overseas partners (Trans-National Education – TNE) with key information they need to know, or would find helpful, before choosing to accept an offer of admission and/or starting your studies. Throughout the remainder of this document we will refer to students whom this document applies to as ‘TNE Students’.
- 1.2 These Terms and Conditions should be read in conjunction with the terms set out by the partner institution including any student contract you enter into.
- 1.3 When you register as a new TNE Student of ENU by completing our online registration form you will be asked to 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 TNE Students commencing their studies with the University with an academic year defined as August through July 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. For TNE Students admissions processes are delegated to our overseas partners who are obliged to ensure that the academic qualification used for entry to the course are equivalent to those which would be required for entry to study at ENU in Edinburgh.
- 1.6 The [Student Charter](#) sets out ENU’s 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 are delivered.

- 1.8 ENU's 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 your partner institution who will liaise with the University on your behalf in relation to your queries.

2. Your Application

- 2.1 TNE Student applications to partner institutions are made directly to the partners. For TNE Students admissions processes are delegated to our overseas partners who are obliged to ensure that the academic qualification used for entry to the course are equivalent to those which would be required for entry to study at ENU in Edinburgh. 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, ENU reserves the right in conjunction with our Overseas Partner to withdraw your place.
- 2.2 We strive to provide as much information as possible about our programmes and our services to enable you to make an informed choice about your application. Information about the programme you are applying for can be found on our Overseas Partner's webpages and/or in course brochures.
- 2.3 The course information available via our partners will include details for each of our taught degree programmes on the entry requirements, mode of study, duration of programme, name of award, tuition fees and how to apply.
- 2.4 If the programme you will graduate from is formally accredited by a professional body, this information will also typically be published.

3. Cancellation Rights, Withdrawal or Suspension of Studies

- 3.1 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 your offer of admission, you have 14 days from the point at which we (the Overseas Partner) make the offer, in which to get in touch and change your mind. You can do this by contacting the relevant contact within the Overseas Partner. 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 Programme Leader to discuss your options.
- 3.2 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 the conditions set out in your student contract with the Overseas Partner.

4. Fees & Costs

4.1 Tuition Fees

- 4.1.1 Tuition fees for TNE Students studying overseas with a partner institution are set out by the Partner and are paid directly to that Partner rather than the University.
- 4.1.2 As part of your admission onto your chosen programme of study, you will be notified of the tuition fee costs for your first year of study and information will be provided to you on how to pay these fees.
- 4.1.3 Failure to pay your tuition fees may lead to sanctions being applied (including restricting access to learning and university systems) and you being withdrawn from your programme of study.
- 4.1.4 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 a registered student will be subject to the terms of your student contract with the Overseas Partner and will take into account the following circumstances:
 - i) Any increases set or prescribed by regulatory bodies (other than the University) such as the UK Government and/or Government in the place of delivery;
 - ii) Any changes to the cost of delivering our programmes. Factors taken into account include inflationary measures such as the retail price index (RPI) (or international equivalent in the territory where the course is being delivered, projected increases in university costs, costs of provision of teaching, supervision and course-related facilities.

4.2. Graduation Costs

- 4.2.1 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. TNE Students have the choice to attend a ceremony organised in conjunction with our Overseas Partner in the country where the course was delivered or to attend a graduation ceremony in the UK.
- 4.2.2 For ceremonies delivered overseas, there may be in-country costs associated with graduation which your partner institution will be able to advise on.
- 4.2.3 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 UK graduation ceremony, including cancellation and additional ticket costs, can be found on [myNapier](#).

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

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

4.3 Other Costs and Charges

4.3.1 For TNE Students, charges will apply where requests are made for copies of transcripts, official letters or diploma supplements. Full details can be found at our [Student Records Shop](#).

4.3.2 Students should be aware (and will be advised of the costs where applicable by their overseas partners) of other charges which may be applied including for example printing and photocopying costs or any charges incurred due to the late return or loss of items from partner institution's Libraries etc.

5. Criminal Convictions, Protecting Vulnerable Group (PVG) Checks & Fitness to Practise

5.1 The University and its overseas partners have a responsibility to the overall safety of your place of study, and the safety of other students and staff. As such the University and its partners reserve the right in line with local legislative requirements to gather information at the point of application relating to any relevant criminal convictions (as defined by the country within which the programme is delivered).

5.2 Students who receive a conviction, reprimand or caution during their studies may be required (again dependant on the relevant legislation in the place of delivery) to inform their Programme Leader.

5.3 Any information provided will only be used for considering the admission or continued enrolment of a TNE Student on the basis of risk to the wider university/partner institution community and will not be shared with others for any purposes outwith this reason.

6. Immigration and Student Visas

6.1 Students who are nationals from a country outside of the place of study must ensure they have the correct immigration permission to study in that country.

6.2 The Overseas Partner will provide advice and guidance on the visa requirement in your place of study, however it is your responsibility to ensure you meet all the immigration conditions/terms associated with study in that country. Applicants should therefore be aware that an offer of admission to study does not guarantee that you will meet the immigration requirements for that place of study.

7. Registration

- 7.1 The formal process of becoming a student at ENU is called registration.
- 7.2 When you register as a new student at ENU you will be asked to reconfirm your acceptance of these Terms & Conditions, including your agreement to adhere to ENU's regulations, policies and procedures, as well as our Information Security policies. You are also likely to be required to complete a registration process with the partner institution delivering your programme of study.
- 7.3 Registration dates for TNE Students studying with a partner institution will vary and you will be notified of any deadline for completing the registration process.
- 7.4 All returning taught students are required to re-register at the start of each new academic year. As part of this re-registration process you will be required to confirm your acceptance of ENU's regulations, policies and procedures. Failure to complete this registration process may lead to the University withdrawing your place of study.
- 7.5 All registered TNE 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.

8. Changes to programmes

- 9.1 ENU and its overseas partners make every effort to deliver programmes of study in accordance with the course information provided prior to admission.
- 9.2 Although reasonable steps are taken to provide the programmes and services described, ENU and its overseas partners 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 reasonable control, disruption owing to external circumstances beyond ENU or the Overseas Partner's control e.g. weather disruption, pandemic etc . In these types of circumstances, ENU and our overseas partners 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 and its overseas partners. At all times ENU and our partners will seek to minimise the impact on our students.
- 9.3 In the unfortunate event that ENU and our Overseas Partner take the decision to discontinue or withdraw a programme during the application process (and before you have registered) 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 with ENU and our Overseas partners
- 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 and our Overseas Partner 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 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, unless exceptional circumstances beyond the University's control result in action required at short notice.

9. Complaints

10.1 ENU and our overseas partners are committed to providing an excellent customer service for both applicants and students. If something goes wrong, during your studies in relation to services directly provided by ENU please contact the relevant team to provide us with an opportunity to resolve the situation at the earliest point possible. If you remain dissatisfied, please contact the [University Complaints Office](#). If something goes wrong during the application process for our TNE programmes, or you are dissatisfied with the services provided by our Overseas Partner please in the first instance raise the issue with our Overseas Partner (following any complaints process they have). Should you remain dissatisfied then please contact the [University Complaints Office](#).

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 of complaints in relation to University provided services. Timescales may be longer where we need to gather evidence from our overseas partners.

10. 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 in relation to any Edinburgh Napier delivered system is Edinburgh Napier University, Sighthill Campus, EH11 4BN.

- 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](#).