



## Terms and Conditions for Applicants and Students September 2019 entry

### 1. Introduction

- 1.1 Edinburgh Napier University's Terms & Conditions aim to provide applicants and students with key information they need to know, or would find helpful, before choosing to accept an offer of admission and/or starting their studies.
- 1.2 When you matriculate (or enrol) as a new student to Edinburgh Napier University you will be asked to re-confirm your acceptance of these Terms & Conditions, including your agreement to adhere to University regulations, policies and procedures.
- 1.3 The Terms & Conditions are updated annually, by 1<sup>st</sup> November each year for students entering the University the following September and are published on our website for each academic year, accessible via a pdf link.
- 1.4 The University's [Admissions Policy](#) sets out how the University will process your application and outlines how to request feedback on any decision which has been made.
- 1.5 The [Student Charter](#) sets out the University's responsibilities to its students and also explains what the University expects of its students.
- 1.6 The University's [Academic Regulations](#) set the academic framework in which our degree programmes are delivered.
- 1.7 The University's Admissions Policies, Student Charter and Academic Regulations are updated annually and are listed on our [Student Portal \(myNapier\)](#).
- 1.8 If you have any queries regarding these Terms & Conditions, or you require the information in hard copy or another format, please contact the relevant Admissions Team: [Postgraduate Admissions Team](#) or [Undergraduate Admissions Team](#).

## 2. Your Application

- 2.1 Applications to Edinburgh Napier University are normally made online, either via the Universities and Colleges Admissions Service (UCAS) or our direct online application. 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 University reserves the right to withdraw your place.
- 2.2 We strive to provide as much information as possible 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 our [Courses Webpage](#).
- 2.3 Our [Courses Webpage](#) 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 your programme is formally accredited by a professional body, this information can be found by doing a search for 'accredited courses' on our [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 our academic entry requirements and have been accepted for the programme. 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. 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 we have set, we will confirm your place. If you miss the conditions we have set, you should contact the relevant Admissions Team for further advice, [PG Admissions](#) or [UG Admissions](#).

- 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 the University).
- 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.
- 4.2 If you change your mind once you have matriculated as a student with us and choose to withdraw from your studies, you are required to contact your Personal Development Tutor (PDT) or Director of Studies (for research students) 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](#). Our Finance Team will advise on this.

## **5. Fees & Costs**

### **5.1 Tuition Fees**

- 5.1.1 The University charges different tuition fee levels depending on whether you are classed as a Home (Scottish/EU) student; a RUK (Rest of the UK) 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.
- 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 us 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 matriculate as a student with the University, your fee status will remain the same for the duration of your studies. 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 be required to make a deposit payment of £3500 to secure your place on the programme.
- 5.1.7 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](#).
- 5.1.8 All tuition fees should be paid in full, no later than matriculation. If necessary, a payment plan may be set up. Failure to pay your tuition fees by the required deadlines may lead to 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 the University 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 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 eligible to apply for accommodation through the University.
- 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 accommodation through the University, 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 Students who, at the end of their period of study, meet the academic requirements for their award will be eligible to graduate and receive their parchment. 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](#).
- 5.3.2 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](#).
- 5.3.3 Replacement parchments for graduates can be provided at a cost from [here](#).

### **5.4 Other Costs and Charges**

- 5.4.1 Charges will also 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 the University. Full information can be found at [myNapier](#).
- 5.4.3 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 our [Courses Webpage](#), including details of the costs.
- 5.4.5 Students should be aware that a resit examination fee will be applied unless you are re-sitting as a 'first attempt'. Full details of these charges can be found at [myNapier](#)

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

- 6.1 You must declare any relevant, unspent criminal convictions directly to the University. 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 inform the University. This should be done by writing to the Head of Admissions 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), 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 our 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 Matriculated students for Nursing, Midwifery, Physiotherapy, Occupational Therapy, Secondary Education Social Work or Career Guidance programmes

are required to inform their PDT 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 Tier 4 Visas

- 7.1 Students who are nationals from a country outside of the [EU, EEA countries and Switzerland](#), may require a Tier 4 visa to study in the UK.
- 7.2 Our [Visa & International Support 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 Tier 4 visa. Applicants should therefore be aware that an offer of admission to study at the University does not guarantee that you will meet the UK's immigration requirements.
- 7.3 As part of the matriculation process you will be asked to provide evidence of your immigration status. You will also be provided with a set of [Tier 4 Terms & Conditions](#), specifically related to your Tier 4 sponsored status.
- 7.4 These Tier 4 Terms & Conditions clearly set out your obligations as a Tier 4 sponsored student and the University'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 matriculation process.
- 7.5 Throughout your studies you will be required to attend regular Tier 4 attendance checks. Failure to attend these checks may lead to the University 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 Tier 4 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. Matriculation**

- 8.1 The formal process of enrolling, arranging payment of your fees, and becoming a student at the University is called matriculation.
- 8.2 When you matriculate (or enrol) as a new student at Edinburgh Napier University you will be asked to re-confirm your acceptance of these Terms & Conditions, including your agreement to adhere to University regulations, policies and procedures, as well as our Information Security policies.
- 8.3 Information regarding matriculation for new taught students is normally sent out 4-6 weeks prior to the programme start date. All new students must matriculate at the University by the University's final enrolment date, which is normally three weeks after the programme start date. Students who fail to enrol by this date will be withdrawn from studies.
- 8.4 All returning taught students, with the exception of pre-registration Nursing and Midwifery students, are required to re-matriculate at the start of each new academic year and arrange payment of your tuition fees. As part of this re-matriculation process you will be required to confirm your acceptance of the University regulations, policies and procedures. Failure to complete this matriculation 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 matriculate by 15<sup>th</sup> of the month. Students who fail to enrol 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-matriculated, subject to satisfactory academic progress.
- 8.6 Students who are studying on a Tier 4 student visa will be required to undertake additional checks (please see Section 7 of this document Immigration and Tier 4 Visas).
- 8.7 All matriculated students will receive an Edinburgh Napier 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 The University makes 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, the University cannot guarantee the provision of any programme or facility, and the University 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 the University. 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 the University's reasonable control.
- 9.3 In the unfortunate event that the University 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 Edinburgh Napier University
  - 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 the University takes the decision to amend or make any changes to a module or a taught programme once you have matriculated 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
- 9.5 The 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 The University is committed to providing an excellent customer service for both applicants and students. If something goes wrong, either during the application process or once you have matriculated with us, 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.

## **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.
- 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](#).