



**London
South Bank
University**

EST 1892

ENROLMENT TERMS

2018/2019

These Enrolment Terms are the basis on which the University offers me a place on to a course.

I should also be aware of the University Policies, Regulations and Procedures which are available on the University website www.lsbu.ac.uk/about-us/policies-regulations-procedures (the Policies, Regulations and Procedures are referred to together as the University Regulations in these Enrolment Terms).

By agreeing to these Enrolment Terms, I am also agreeing to comply with the University Regulations.

To be enrolled onto a University course, I must sign these Enrolment Terms. I may be required to enrol annually and renew legal relations with the University at an annual enrolment.

If I do not comply with these Enrolment Terms, and the University Regulations the University may apply certain sanctions, including those in paragraph 2(h) below.

1 ENROLMENT

I have accepted an offer of a place on a course at the University and declare my intention to begin the course offered and accepted. By accepting the offer of a place at the University I confirm and declare that the information I provided in support of my admission to and enrolment with the University is accurate and complete to the best of my knowledge. I understand that the University requires all students to provide proof of identity, qualifications and right to study at the point of enrolment as set out in the Admissions and Enrolment Procedure which is available at www.lsbu.ac.uk/about-us/policies-regulations-procedures

2 ACADEMIC AND OTHER REGULATIONS

I am aware that:

- (a) the University Regulations for the current academic year are available at www.lsbu.ac.uk/about-us/policies-regulations-procedures ;
- (b) I am expected to know what the University Regulations say, as they are binding on me;
- (c) The University Regulations may be amended from time to time in line with the provisions of this clause;
- (d) Key provisions of the University Regulations of which I should be aware include:
 - (i) the University's expectations as regards student attendance and academic progress, as set out in the University Regulations for the level of my programme of study. Failure to meet these expectations may mean that I am not permitted to progress on my course.
 - (ii) the University's rules regarding academic misconduct, including plagiarism and the processes the University uses to detect plagiarism are set out in the University's Student Academic Misconduct Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. A failure to comply with the University's requirements

may result in an academic misconduct process and the imposition of academic penalties and/or expulsion.

- (iii) the University's rules regarding payment of sums due to the University are set out in the University's Tuition Fee Regulations which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. If I do not pay money that I owe to the University, the University reserves the right to withdraw its services and/or my right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of my case.
- (iv) the University's rules relating to unacceptable conduct (other than academic misconduct) are set out in the University's Student Discipline Procedure, which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- (v) the University's rules regarding fitness to study are set out in the University's Fitness to Study Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. This procedure describes the steps the University may take if there are concerns about my health and wellbeing that raise questions about my fitness and suitability to continue to study.
- (vi) the University's rules regarding fitness to practise are set out in the University's Fitness to Practise Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. This procedure applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe the relevant requirements may call into question a student's fitness to practise and result in a fitness to practise process and the imposition of sanctions, including expulsion from the University.
- (vii) the requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, I may not be eligible to enrol on or continue on these courses.
- (viii) the obligation to notify the University immediately if I receive any criminal convictions at any point from acceptance of the offer until the completion of my course or if my circumstances in relation to (vi) and/or (vii) change.
- (ix) the University's rules regarding withdrawal and interruption of studies, as set out in the University's Interruption and Withdrawal Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. This sets out circumstances whereby the University can withdraw me from study at the University, which includes but is not limited to failure to attend and engage in my programme of study. I understand that I must inform the Student Administration Office, in writing, if I wish to withdraw from my course or interrupt my studies until

the next academic year. I understand that if I want to interrupt my studies until the next academic year, I need to follow the procedures set out in the University's Interruption and Withdrawal Procedure which can be found at

www.lsbu.ac.uk/about-us/policies-regulations-procedures.

- (e) any failure to comply with the University Regulations may lead to disciplinary action against me;
- (f) I understand that the University reviews the University Regulations for each academic year in order to assist the proper delivery of education and the University's administration and that the University reserves the right to add to, delete or make reasonable changes to the University Regulations where in the opinion of the University this will assist in the proper delivery of education and the University's administration. Changes are usually made for one or more of the following reasons:
- to review and update the Regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach;
- (g) The University reserves the right to introduce changes to the University Regulations during the academic year when it is in the interests of students or where this is required by law or other reasonable circumstances. Where these are significant changes, the University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate;
- (h) The updated University Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes; and
- (i) I understand that if I do not comply with these Enrolment Terms or the University Regulations, the University may apply sanctions against me including the withdrawal of access to facilities and exclusion from the University.**

3 CHANGES TO THE COURSE

The University's prospectus and other marketing materials for each academic year are published several months in advance which makes it possible for students to apply to the course a significant period before enrolment or to defer enrolment for further periods of time. Therefore, because of the time delay between the application and actual enrolment, there may be some circumstances in which the University needs to make changes to the course and the University reserves the right to do so. Examples of circumstances in which the University may need to make such changes include:-

- where key staff have taken extended leave or left the University;
- where there is an insufficient number of students applying to the course or a module of the course to provide a good student experience and/or for the relevant course or module to be financially viable;
 - following changes to the funding that the University receives;
 - as a result of legislative or regulatory changes; and/or
 - restructure of course to improve student experience and efficiency of the University.

In the event that the University has to make a material change to any course, it will notify affected students of the change as soon as possible and work with them to understand the effect of this on their position.

4 TUITION AND OTHER FEES

I confirm that:

I accept responsibility for the payment of tuition and other fees for my course and any accommodation or other charges that I may incur while studying at the University and that it is my obligation to make arrangements for the payment of those fees and charges. I will remain personally responsible for payment of fees and charges, even if there is an arrangement for the University to receive payment on my behalf from the Student Loans Company, an employer or sponsor, a strategic health authority, family member or any other third party.

I accept and am bound by the Tuition Fees Regulations 2018/2019 which are available on the University website

www.lsbu.ac.uk/about-us/policies-regulations-procedures.

I understand that:

- the fees for my course will be as set out for my individual course and can be found on the University's website, www.lsbu.ac.uk;
- if I fail to pay the tuition fees which have been notified to me at enrolment or reenrolment by the due dates set out in the Tuition Fees Regulations 2018/2019 the University may apply sanctions against me, including withdrawal of access to facilities, withholding my coursework and examination marks, withholding my certificate, refusing me attendance at degree ceremonies, using its discretion not to provide me with a reference and exclusion from the University; and
- if I am eligible to make payments of my tuition fees in instalments and I fail to make payment by the instalment due dates as set out in the Tuition Fee Regulations 2018/2019 I will incur an additional £25 charge for each instalment missed, up to a maximum of £100.

The University reserves the right to increase its fees in line with changes to legislation, regulation and any government guidance or decisions.

The fees for international students are reviewed annually and the University reserves the right to increase the tuition fees in line with the RPIX measure of inflation up to 4 per cent.

Students studying as apprentices

If I am a student studying as an apprentice, I understand that the cost of my apprenticeship is covered by the Education & Skills Funding Agency and my employer. While I remain employed as an apprentice, I will not be responsible for any fees and charges relating to the tuition or assessment of my course. I accept responsibility for payment of accommodation or any other charges that I may incur while I am at the University. I am aware that, should my employment status change or any amendments are made to my existing contract of employment, this will impact funding eligibility and I must inform the University immediately.

5 FEE ISSUES IN RELATION TO WITHDRAWAL FROM OR INTERRUPTION OF COURSES

Courses with a Start date of September

For new students only: if I withdraw or interrupt from my course within the cooling off period as set out in the Tuition Fee Regulations I will not be charged any tuition fees;

For all students: if I withdraw or interrupt from my course before 7 January 2019 I will remain liable for 25 per cent. of my tuition fees; if I withdraw or interrupt from my course on or after 7 January 2019 and before 19 April 2019 I will remain liable for 50 per cent. of my tuition fees; and if I withdraw or interrupt on or after 19 April 2019 I will remain liable for the full tuition fees for the academic year.

Courses with a Start date of January or February

For new students only: if I withdraw or interrupt from my course within the cooling off period as set out in the Tuition Fee Regulations I will not be charged any tuition fees.

For all students: if I withdraw or interrupt from my course before 19 April 2019 I will remain liable for 25 per cent. of my tuition fees; if I withdraw or interrupt from my course on or after 19 April 2019 and before 23 September 2019 I will remain liable for 50 per cent. of my tuition fees; and if I withdraw or interrupt after 23 September 2019, I will remain liable for the full tuition fees for the academic year.

Courses which begin within the cooling off period set out in the Tuition Fee Regulations

If my course is due to begin within the cooling off period set out in the Tuition Fee Regulations (for example, if I have applied through adjustment or clearing) then, by accepting the offer of the place, I am expressly agreeing that the service should begin within the cooling off period. If I subsequently decide to withdraw or interrupt from my course within the cooling off period I will remain liable to pay a proportion of my tuition fees to cover the period from the commencement of the University's service to me to the date of my withdrawal or interruption from my course.

6 COMPLAINTS

The University has a student complaints procedure that is accessible to all registered students of the University. Full details of the procedure can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. If, following exhaustion of the University's complaints procedure, the University has provided me with a "Completion of Procedures" letter and I am still not happy with the outcome of the complaint, I may be able to refer it to the Office of the Independent Adjudicator ("OIA"). Full details of the OIA's procedures can be found on their website, www.oiahe.org.uk.

The University also has an applicant complaints and appeal of admission decision procedure that relates to recruitment, selection, admissions and appeals of admission decisions for all undergraduate or postgraduate taught programmes which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures under Admissions and Enrolment Procedure.

7 COMMUNICATION

I must use my LSBU email account for correspondence with the University; it is my responsibility to check it regularly. The University will not be responsible for issues or problems that result from my failure to check my LSBU email account at least twice a week. Any communication sent to me by the University to my LSBU email account will be regarded as properly sent and received by me. In some circumstances, for example, where the University has not received any response from my LSBU email account, the University may contact me using any personal email address that it has on record. The University may also text me using any personal mobile phone number that has been provided.

The University may serve notices on me by email to my LSBU email address or by sending the notice to the last recorded address that they hold for me.

8 DATA PROTECTION

This section relates to information about me which will be collected by LSBU during the enrolment process and during the term for which these Enrolment Terms are in force. My information will be used for the variety of purposes as described below. This information will not be used to make automated decisions about me. LSBU is committed to protecting my rights and privacy in line with the General Data Protection Regulation (GDPR) which came into force on 25 May 2018 ("Data Protection Legislation").

I acknowledge that London South Bank University ("LSBU") is registered as a data controller under Data Protection Legislation and that data about students, including 'special categories of data' under the GDPR ("Personal Data"), may be processed by the University for the following purposes: student administration; provision of education services; record-keeping; the dashboard; promotion of students to prospective employers; the provision of references to actual or prospective employers (including potentially details of my disciplinary record); other careers services; and any other reasonable purpose relating to LSBU's relationship with its students.

Information about my disability status, ethnicity, sexual orientation, gender reassignment or religion is classed as 'special categories of data'. It is necessary for monitoring equality of opportunity and eliminating unlawful discrimination

in accordance with the Equality Act 2010. This sensitive information will be used for research purposes and will not be used to make decisions about me. I may choose to explicitly consent to my disability status being processed in order to offer me support and reasonable adjustments. Some other information is used to enable research into the provision of fair access to higher education, for example, information as to whether I am a care leaver.

My personal data, including my photograph and other data such as reasonable adjustments (if I have declared a disability), entry qualifications, tariff scores and assessment results may be processed to aid academic staff in identification of me as a student and to aid staff in understanding what adjustments I may need for my learning. This data will not be shared with any third parties. It will be accessible to me and academic and professional staff only.

Students studying in the School of Health and Social Care

If I am a student in the School of Health and Social Care I understand that I may be required to take part in the video and / or audio recorded clinical skills sessions that form an integral part of my course and / or assessment. The recordings of such sessions are an essential part of the teaching and learning experience and may be shared with external examiners as part of my assessment. I understand that some of my personal data will be shared with placement providers as part of compulsory placements.

Student studying as apprentices and NHS funded students

I understand that my details of attendance and my academic progress will be shared with my employer, and any third party selected by the University which delivers part of my training and end-point assessment.

Students studying on and International Study Abroad or Exchange Programme

If I am a LSBU student studying abroad on an International Study Abroad or Exchange Programme, I understand that my details of attendance, my academic performance, any known illnesses requiring hospitalisation or non-attendance of 3 consecutive days of classroom instruction, any student disciplinary, fitness to study or fitness to practise issues and any known incident involving myself and a law enforcement official will be shared with my Study Abroad Provider and LSBU and any third party selected by the University which delivers part of my programme, for example an internship programme. I understand that my academic transcript and results letter will be sent solely to LSBU.

If I am an overseas student studying at LSBU on an International Study Abroad or Exchange Programme, I understand that my details of attendance, my academic performance, any known illnesses requiring hospitalisation or non-attendance of 3 consecutive days of classroom instruction, any student disciplinary, fitness to study or fitness to practise issues and any known incident involving myself and a law enforcement official will be shared with my home institution and LSBU and any third party selected by the University which delivers part of my programme, for example an internship programme. I understand that my academic transcript and results letter will be sent solely to my home institution.

If I am a student enrolling at LSBU as part of a collaboration arrangement with another institution, I understand that personal data which is required to deliver my education will be shared with the partner institution.

Other students who are sponsored or whose fees are paid by current or future employers

If I am a student who is sponsored or whose fees are paid by a current or future employer, I understand that details of my attendance and my academic progress may be shared with that sponsor or employer in order to enable them to determine whether such support should continue and I will be given the opportunity to give my consent to this at enrolment and subsequently each year if I am required to re-enrol. If I have not expressed this consent at enrolment or re-enrolment, I understand that I may be contacted on a case-by-case basis by the University to seek my consent to provide information which that sponsor or employer has requested.

Students studying on placements

The placement scheme at LSBU operates according to the Association of Graduate Careers Advisory Services Code of Practice on Guidance and will not share student personal data without the student's agreement. Personal data shared with the placement provider will be the minimum necessary for provision of the placement and may include sensitive personal data when it is necessary for the provision of reasonable adjustments required by students.

Data Sharing and Privacy

The University will not share students' Personal Data with any other parties unless it has: express consent; a statutory obligation to do so (as with HESA, Office for Students, the Skills Funding Agency, Student Finance England/Wales/Northern Ireland, the Student Awards Agency for Scotland, the Student Loans Company Ltd, Home Office, local authorities to facilitate automatic council tax exemptions, etc.); or is otherwise permitted to do so under the Data Protection Legislation.

I understand that, if I hold a Tier 4 General visa, the University is required to report to the Home Office certain details in order to comply with immigration legislation and protect/retain its Tier 4 licence. I also understand that LSBU receives enquiries from UK immigration officials regarding applicants or students who the University has sponsored for a Tier 4 General visa and the University will provide this information when requested. I understand that if I am a student or applicant who is subject to any sort of immigration permission (including family members of EU/EEA nationals and refugees/asylum seekers) then the University may be required to request information from the Home Office, such as immigration status or immigration history.

I accept that the University will share some of my Personal Data with professional bodies if my course carries professional accreditation. The University may also share my Personal Data with Turnitin (or any successor company appointed by the University) to monitor plagiarism.

I accept that the University will share my Personal Data with the LSBU Student Union to facilitate my entitlement to membership of the Student Union unless I opt out of this membership. The details of the type of information shared by LSBU with the Student Union are specified in the [Applicant and Student Privacy Notice](#).

In circumstances where it is considered to be necessary for the University to comply with its obligations under the Counter-Terrorism and Security Act 2015,

my Personal Data may be shared with the London Borough of Southwark or other members of the Channel Panel, a programme which provides support to individuals who are at risk of being drawn into terrorism as defined in Part 5 Chapter 2 of the Counter-Terrorism and Security Act 2015.

Full details of how the University uses students' Personal Data are set out in the [Data Protection Policy](#) and the [Applicant and Student Privacy Notice](#).

The Applicant and Student Privacy Notice sets out details of personal data collected by the University, purposes of the processing and legal basis of the processing, who it will be shared with including transfers to countries outside the European Union, the retention period and the existence of my rights, the right to lodge a complaint with the Information Commissioner, the source that my personal data originates from and the existence of the automatic decision making including profiling. It also contains the details of the Data Protection and Information Compliance Officer who I can contact should I have any questions about processing of my personal data by the University. The Applicant and Student Privacy Notice is regularly reviewed and sometimes updated to clarify how my information is used. Updates may be made at any time and I will always find the most up to date version at http://www.lsbu.ac.uk/__data/assets/pdf_file/0007/127915/applicants-students-privacy-notice.pdf. The University's Data Protection Policy may also be reviewed and updated to clarify the University's policy in relation to data protection but the latest version will always be available at www.lsbu.ac.uk/__data/assets/pdf_file/0004/11686/university-data-protection-policy.pdf.

9 VISA REQUIREMENTS FOR OVERSEAS STUDENTS

If I am an overseas student, I understand that I may need a student visa or need to meet other immigration requirements to take up my place at the University. Further information about visas and right to study checks can be found at www.lsbu.ac.uk/international/visas-and-immigration. If I require an Academic Technology Approval Scheme (ATAS) certificate, I will need to ensure I have obtained this before making my visa application. Failure to have my ATAS certificate (if applicable) at the time of my visa application, can lead to a visa refusal.

I understand that it is my obligation to make sure I continue to comply with the terms and conditions of my visa. I understand that if my visa is revoked for any reason, the University reserves the right to terminate its contract with me.

10 INTELLECTUAL PROPERTY RIGHTS

As a general rule, students are entitled to ownership of intellectual property rights in intellectual property that they have created. In some circumstances, students will be expected to assign intellectual property rights that they have created to the University or to its wholly owned subsidiary, South Bank University Enterprises Limited. I understand that I should read the [intellectual property policy](#) for further details.

11 TERMINATION

The terms and conditions in these Enrolment Terms will cease to apply if I exercise my right to cancel and/or withdraw from the University.

Other than as described elsewhere in these Enrolment Terms, the University may terminate a student's contract for the supply of educational services and withdraw them from their course, in the circumstances set out below:

- **if for any reason, the student is unable to satisfy any mandatory requirement of their course; and/or**
- **in the University's reasonable opinion, the student has failed to provide the University with all relevant information or has supplied false or misleading information relating to their application for their course; and/or**
- **if the University becomes aware of information about a student which it did not know before and which, in the University's reasonable opinion, makes it inappropriate for the student to study on their course, and/or,**
- **if, in the University's reasonable opinion, any qualification or status has been obtained by fraud and/or;**
- **a student does not pay their tuition fees on the due date, in line with the Tuition Fee Regulations (unless the student is studying as an apprentice); and/or**
- **if a student is convicted of a serious offence which is passed to the Crown Court in the UK or an equivalent offence in any other country, and/or**
- **if a student is expelled from, refused admission or membership to, or fails to maintain any mandatory membership with any organisation with which they expected to attend or be a member of as part of their course; and/or;**
- **if the University becomes aware that the student no longer has the right to study in the UK due to their immigration status; and/ or**
- **if the student is suspended or excluded from their course for any reason as permitted by the University Regulations, including (but not limited to) the Student Disciplinary Policy, Fitness to Practise and the Fitness to Study Policy.**

Any action we take under the termination provisions will not restrict the University's ability to take any other action against a student that it may have the right to take.

12 FORCE MAJEURE

The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Events outside the University's control include: industrial action by University staff or third parties; over or under demand from students; staff illness or absence; the unanticipated departure or absence of key members of University staff; insolvency or deterioration of the financial position of a sponsoring employer or an apprentice employer; changes to the University's funding or to higher education policy; legislative or regulatory change; severe weather; fire; terrorism; civil disorder; political unrest; government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of

the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any student as a result of those circumstances.

13 DISABILITY AND REASONABLE ADJUSTMENTS

The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with and discuss support needs more effectively. Students on regulated, vocational programmes are required to notify any disability which may impact on their ability to complete the programme and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment.

All offers are conditional upon the University being able to implement the specific adjustments reasonably needed to complete a programme. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if notified of any disability early in the recruitment process.

14 LIABILITY

The University does not exclude or limit in any way its liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to my property or for infection of my equipment caused by computer viruses, and for the consequences of any such damage.

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms and conditions set out in these Enrolment Terms are personal to me. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for my tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

16 GENERAL PROVISIONS

If any provisions of the terms and conditions set out in these Enrolment Terms become void, illegal, invalid or unenforceable in whole or in part by any court or competent authority, that shall not affect the legality, validity or enforceability of the other provisions.

17 ORDER OF PRECEDENCE

These Enrolment Terms, the University Regulations and the course documents are intended to be mutually explanatory but in the event of a discrepancy, then

the order of precedence shall be as follows: (1) these Enrolment Terms; (2) the University Regulations; and (3) the course documents.

The University Regulations, the terms and conditions set out in these Enrolment Terms and the course documents override any other communication or document or representation made by the University either in writing or orally. The University Regulations, the terms and conditions set out in these Enrolment Terms and the course documents are the entire understanding between the University and me about my course and replace any other undertakings or representations.

The University's failure to enforce any of its rights under these Enrolment Terms or any of the documents referred to in it does not constitute a waiver of those provisions and will not affect the University's right to enforce that or any other provisions at a later date.

All reference to statutory legislation includes any amendments or successor to that legislation.

18 LAW AND JURISDICTION

The terms and conditions set out in these Enrolment Terms shall be governed by and construed in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

I have read the contents of these Enrolment Terms and understand where to find the University Regulations and other documents referred to in these Enrolment Terms and agree to be bound by them. I acknowledge the processing of my personal data in line with these Enrolment Terms and understand that I can find further details in the [Applicant and Student Privacy Notice](#) and the [data protection policy](#).

Signature _____

Print name _____ Date _____