

## Section 4 - Agreement and Conditions

Please read this section carefully

I declare that I intend to register with the University for the academic year of 2015/16, that the information given on this form is true to the best of my knowledge and that I accept and understand the following:

### 1. Academic Regulations and Procedures and University policies

1. I agree to familiarise myself with, and abide by, the University's [Academic Regulations and Procedures](#) and relevant [Policies](#) (also available for reference at [UWE Information Points](#)).
2. I understand that the Academic Regulations and Procedures are subject to annual review, which will result in updates and amendments. Regulations may also change during the year. I understand that I will be notified if this happens and will ensure I always consult the current version which is available on the [Academic Regulations](#) webpage.
3. I agree to behave appropriately and in accordance with the [Student Conduct Policy](#).

### 2. Confirmation of and maintenance of personal data

1. I accept responsibility for ensuring that my personal information, including my name which will appear on my award certificate, is correct and will be maintained whilst I am a registered student.
2. I accept that the University will take whatever steps it considers necessary to establish the authenticity of my personal information; fraudulent registrations will be cancelled and the appropriate authorities notified.
3. I understand that it is my responsibility to inform the University via the myUWE portal of any changes to the personal or contact details I provide at registration. Where I cannot change them online, I shall inform the relevant [Information Point](#).
4. I understand that a change of name must be supported by documentary evidence e.g. a marriage certificate or a deed poll, and that any name change after I have graduated will not be reflected retrospectively on an award certificate.
5. I shall at the scheduled place and time, produce my passport and original education qualifications and register for my University Student ID Card which will include my photograph.

### 3. Academic status

1. I have not been required to withdraw from this programme, and I do not know of any reason why I should not be registered on it.
2. I understand that if I have accepted an offer of a place at the University and subsequently wish to change the conditions of this offer, for example by changing the programme of study, mode of attendance or tuition fee status, the University reserves the right to refuse such a request.

**4. Tuition fees and payment (not applicable to students at international partner institutions)**

1. I understand that by accepting these Agreement and Conditions I also agree to be bound by the [UWE Tuition Fee Policy](#).
2. I understand that it is my responsibility to pay my tuition fees, make arrangements to pay my tuition fees or provide acceptable evidence that Student Finance or a sponsor has agreed to pay part or all of my fees.
3. I understand that tuition fees are subject to annual review and are likely to increase year on year.
4. I acknowledge that I am liable for my tuition fees. I also understand that if I withdraw from the University, any liability will be calculated in accordance with the [UWE Tuition Fee Policy](#).
5. I understand that where my sponsor agrees to pay part of my fees I am liable for payment of the remainder. Should my sponsor default on the payment of fees, I will become immediately liable for that payment except where my registration is on a programme directly commissioned by a third party (e.g. some nursing programmes) and where the programme registration is at the request of an employer. In such circumstances, where sponsorship is withdrawn or payments default, I will be withdrawn from the programme. I understand that failure to pay tuition fees, make arrangements to pay fees or provide acceptable evidence of sponsorship may result in the University withdrawing my registration.
6. I accept that if I am withdrawn from the programme and am no longer a student, I will still need to pay the outstanding fee liability.

**5. Debt**

1. I understand that if I have a tuition fee debt to the University, I cannot register for the next academic year until I have cleared that debt.
2. I understand and accept that the University has the right to withhold all award certificates and that I may be excluded from attending a graduation ceremony if I have any outstanding tuition fee obligations to the University.
3. I understand that academic references will not be provided whilst I have

outstanding tuition fee debt to the University.

**6. Equivalent or Lower Level Qualifications**

1. I accept that if I am a new student who already has a higher education qualification and is starting an undergraduate programme this year, I may be classed as an ELQ (Equivalent or Lower Level Qualifications) student and therefore, may not be eligible for funding for my fees or living costs.

**7. Student communication and feedback**

1. I understand that the University will send official communications through the University of the West of England student e-mail system and agree to engage with this system.
2. I understand that important announcements and information will be broadcast via the [myUWE Student Portal](#).
8. I agree the university may contact me though face to face interaction or by email, text and phone, in order to obtain my feedback on my time at UWE so that it can be used to improve the student experience. I understand that any feedback provided will be confidential and where possible anonymous and have no impact on my academic standing with the University. **Students on Professional Programmes**

1. I confirm that I have no unspent criminal convictions. Where this is not the case I understand I must notify the University prior to registration, in accordance with its [Disclosure and Barring Policy](#). The University will then consider whether such convictions are compatible with registration on the programme.
2. If I commit an offence whilst registered as a student, I will undertake to notify the University immediately for consideration under its [Professional Suitability Policy and Procedure](#).
3. I agree to return any training salary if I am withdrawn from my programme as a result of a failed health check or 'Disclosure and Barring' check (students in the Department of Education and the Faculty of Health and Applied Sciences only).

**9. International Students**

1. I confirm that I have valid permission to be in the UK and understand that the University may require me to provide relevant documents to prove this at any point during my studies.
2. **Tier 4 visa students** The Home Office requires all universities to monitor the attendance and engagement of students with a Tier 4 student visa. I agree to comply with the University's [Attendance and Engagement Monitoring Policy](#).

## 10. Intellectual Property

1. I have read and understood and agree to be bound by the terms of the [Intellectual Property Policy](#) of the University. I understand that the Intellectual Property policy needs to be read in detail but effectively the University claims rights over intellectual property created using its resources, or by its employees, or where it is contractually required to own such intellectual property.
2. In addition, if applicable I confirm the following:
  1. I am a student studying at an international partner institution and agree to be bound by the terms of the policy.
  2. I understand that universities are required to sign a licence agreement known as a CHEST (Combined Higher Education Software Team). Chest Agreements are the result of a series of negotiations between [Eduserv](#), the academic community and suppliers and resellers of software and data products. In order to allow access to a product, the University must state they will allow staff and students to use a database for educational purposes only and not for commercial gain. I agree to abide by the [Chest Copyright Agreement](#) as included in the University's IT policies.

## 11. Assessment Offences

1. I understand that the University takes assessment offences extremely seriously and I accept the terms of the UWE [Assessment Offences Policy](#) which includes the use by the University of text-matching or plagiarism detection software and other search engines (as appropriate) to scrutinise student work.
2. I understand that the University and/or its agents may wish to ascertain whether there is any similarity between work that I produce or have produced and that produced by third parties. I therefore, hereby grant the University an irrevocable license to use, as it sees fit, any and all results and material and outputs relating to my work/studies at the University (including, but not limited to, intellectual property; e.g. design rights and copyright etcetera) with the right to sub license, and to the fullest extent necessary, in order for the University or its agents to ascertain whether there is any such similarity for the purpose of determining whether any plagiarism by myself has occurred.

## 12. IT Services

1. I accept the [University Data Monitoring policy](#) and agree to abide by/comply with the [University IT Acceptable Use policy](#).
2. I agree to the terms and conditions of the [UWE identification card](#).

## 13. Health and safety

1. I am aware that the [University Health and Safety Policies](#) are available on the University intranet and that I must have due regard for my own health and safety. I am also aware that I have a responsibility to flag any risk that might be a danger to others.

#### **14. Diversity and equality opportunities**

1. I understand that the University has an [equal opportunities policy](#) and produces equality schemes in line with the specific duties of the equalities legislation and the Equality Act 2010.

#### **15. Data Protection - Consent to Process Personal Information**

The personal information collected from you and presented on this registration form will be processed by the University in accordance with the terms and conditions of the 1998 Data Protection Act. We will hold your data securely and not make it available to any third party unless permitted or required to do so by law.

##### Use and storage:

1. The University will process your data for purposes of:
  1. Administering and managing your educational programme and qualifications and matters connected with your studies.
  2. Communicating information to you relating to your studies.
  3. Providing services including accommodation, academic skills, pastoral care, advice and guidance, security, health and safety.
  4. Fulfilling our obligations under the [University's regulations and policies](#).
  5. Responding to any complaints you make to us.
  6. Monitoring, quality assuring and auditing our activities.
  7. Undertaking evaluation and research specifically intended to better understand student needs in order to improve our provisions.
  8. Any other legitimate reason incidental to the University's operations and status as a higher education provider.
2. Unless you object, information relating to your registration will be shared with the Alumni Association so that the University can keep in touch with you after you have left the University.
3. The University will store your data on University premises, in protected storage facilities and on secure encrypted servers.
4. The University will retain an electronic record of academic work and specified

extra-curricular activities, prizes and employability awards, and offices held in Students' Union clubs and societies to meet the requirements of the Higher Education Achievement Report (HEAR).

5. The University's Academic Regulations require the authorised posting of programme results lists by electronic means to individual students or, by exception, on designated University notice boards approved and designated for this purpose.
6. For students with a Tier 4 student visa coming to study at UWE, as part of the Points Based System for immigration, UWE as your immigration sponsor is required to take and store a copy of your current passport and visa. This is a mandatory requirement of your visa as specified by the UK Visas and Immigration Department. UWE fulfils this requirement by taking electronic scans of these documents.
  1. The information is required to support your registration as an international student under the points based system and will be transferred to our student record system.
  2. The scanned copies of your passport and visa will be held for a minimum of 1 year following the completion of your studies.
  3. The information will only be made available to University staff involved with the processing of your registration and student record.

Disclosure:

7. The University will disclose your information to third parties in the following instances:
  1. The University may disclose your attendance and progression information to your employer/sponsor, on receipt of a legitimate request, if the following circumstances apply:
    1. your tuition fees are being paid by your employer/sponsor
    2. you are paying your own tuition fees, but are allowed paid time off work by your employer to attend University
  2. The purposes for which the University is entitled to disclose information about students to outsiders are many; but guidance on some of the most common sources of requests is below:
    1. **Parents/spouses/family members:** this will be only in exceptional circumstances. For example, where a student has authorised disclosure (in writing) or has asked the relative to act as his/her advocate in a dispute with the University.

2. **External agencies:** which require it to enable them to carry out their statutory functions. These agencies include HESA (the Higher Education Statistics Agency), national and local government education departments, professional bodies, regulators, funding councils or bodies, such as the Student Loans Company, sponsor organisations, other educational establishments and public health authorities.
3. **Benefits Agencies, Government Departments, NHS Counter Fraud Department:** In cases of alleged fraud, the University will usually co-operate. Benefits agencies may request information relating to dates of attendance which, usually with the student's authorisation, may be provided in response to a written request. Any other requests for information will be declined.
4. **The Police:** UWE's practice is to co-operate with the police in the detection and prevention of crime, and to alert appropriate authorities should we consider you, or someone associated with you, to be at potential risk of exploitation or harm.
5. **Potential employers, employment agencies and other educational establishments:** Academic references may be provided without the explicit written consent of the student as long as the request is in writing from a bona fide employer or agency. The information released will be the minimum relevant to the request - usually attendance and award details.
6. **After you have completed your studies** the University or its agent will contact you as part of the Destination of Leavers from Higher Education (DLHE) survey. All data collected by the University will be forwarded to the Higher Education Statistics Agency (HESA) for use in anonymised form, primarily for statistical analysis by HESA. Students are advised to refer to [HESA's data protection information for students](#) for further information.
7. The University may also pass information on to third parties contracted to provide services to the University, to the extent that they require such information.
8. Unless you object, [the information supplied by you as listed here](#) will be shared with UWE Students' Union. The information will also be shared with the Hartpury College Students' Union if you are studying at Hartpury College. The Students' Union provides membership services to UWE and Hartpury College students. This information will be transferred securely by UWE to the Students' Union's website provider who will import your information into a database that will pre-register you with the Students' Union. This will mean you won't need to re-enter your

personal data when registering on the [Students' Union website](#). This will enable you to join the sporting, cultural and extra-curricular activities provided by the Unions, and other online membership services and participate in Students' Unions' elections and student representation.

If you do not wish the information indicated to be made available to the Students' Union you are invited to tick the box provided on the registration form or in online registration.

