

TERMS AND CONDITIONS OF ADMISSION AND ENROLMENT

1 INTRODUCTION

- 1.1 The Terms and Conditions of Admission and Enrolment describe the principal rights, duties and obligations of applicants and enrolled students (hereafter "you") and Robert Gordon University (hereafter "the University") both during the admission process and after enrolling on a course of study.
- 1.2 To accept an offer of admission you must follow the guidance given in your offer letter. If you are a UCAS applicant this will be done via your UCAS Track or if you have applied directly to the University via the University's online application portal.
- 1.3 By accepting an offer of a place or by enrolling you accept these terms and conditions. These, together with the University's policies and regulations, form the contract between you and the University (hereafter "the Contract").
- 1.4 This agreement is governed by Scots Law and is subject to exclusive jurisdiction of the Scottish courts as regards any claim or matter arising under this contract.
- 1.5 By accepting the terms and conditions you are agreeing to:
- i. Abide by the University's policies, procedures and regulations.
 - ii. Pay any fees due at the required time.
 - iii. Carry out your studies in a committed and participative manner.
- 1.6 When accepting the terms and conditions the University agrees to:
- i. Provide teaching and learning opportunities with reasonable care and skill.
 - ii. Apply its policies, procedures and regulations fairly and consistently.
 - iii. Give you adequate notice of any substantial change to a course of study which might affect you.
 - iv. Take reasonable steps to keep you informed of any issues which may affect your studies. This may be via the website, student portal, email or text.
- 1.7 The nature of higher education is one of continual development and learning and the University will aim to provide the learning opportunities advertised at the point an applicant accepts an offer of a place to study. These learning opportunities will be based on information the University publishes on its website, in its prospectus and/or other published material. The University will endeavour to ensure that this information is an accurate reflection of what you will study.

- 1.8 In practice, courses and modules will change over time for reasons such as subject advancements, professional accreditation requirements or staff changes.

If a course's content is to change substantially from that advertised, prior to you starting the course, the University will make contact with you to advise accordingly. In the unlikely event that the University is unable to offer you the advertised course then it will endeavor to provide you with an alternative course at the University.

If, during your period of study, your course's content is to change substantially from that originally advertised the University will communicate these changes to you accordingly.

- 1.9 Some courses may require you to agree with the terms and conditions of professional, statutory and/or regulatory bodies or third party providers and by accepting these terms and conditions you agree to be bound by their requirements (Details of these requirements are available on the course web pages).

- 1.10 If you are an applicant any queries or concerns relating to these terms and conditions should be directed:

- (i) By email to the Student Admissions Service at admissions@rgu.ac.uk
- (ii) In writing to the Admissions Manager, Student Admissions Service, Robert Gordon University, Garthdee House Annexe, Garthdee Campus, Garthdee Road, Aberdeen, AB10 7QB.

- 1.11 If you are an enrolled student any queries or concerns relating to these terms and conditions should be directed to Student Records who can be contacted:

- (i) Via RGU's Online Student Helpdesk "ASK RGU" at <https://ask.rgu.ac.uk>
- (ii) In writing to the Student Records Manager, Academic Administration, Robert Gordon University, Garthdee House Annexe, Garthdee Campus, Garthdee Road, Aberdeen, AB10 7QB.

2 APPLICATIONS

- 2.1 You must ensure that all information supplied to the University for entry to a course of study, for professional, statutory and/or regulatory body entry or for immigration purposes is true, accurate and complete. Applications found to include false, incomplete or misleading information may be withdrawn by the University or the offer amended.

- 2.2 You must declare any previous study at Robert Gordon University, whether failed or incomplete as well as qualifications awarded. Failure to declare prior study may lead to your application being withdrawn. If, during the application process we become aware that you have already exhausted all permitted attempts at a module or course, the University may cancel your application.

- 2.3 The University will not accept applications from students who owe the University money for any reason. The amount due must first be cleared before the University can proceed with any application.

- 2.4 Your offer may be issued as a 'conditional' or 'unconditional' offer. A conditional offer letter will state the conditions you must fulfil in order to be admitted to the course of study. The offer of a place may be withdrawn if the conditions are not met by the date stated in the offer letter.
- 2.5 Applicants applying via UCAS are responsible for adhering to application and acceptance deadlines together with UCAS terms and conditions.
- 2.6 If the University suspects that an application is fraudulent, it will contact you asking for an explanation. If it is confirmed that the application is fraudulent, and the University deems your explanation inadequate, or no response is received from you, then the University will cancel the application.
- 2.7 If we are unable to offer you (as an international applicant) a place for any reason, such as you do not meet the entry requirements for your chosen course, and if the course has a pathway with the International College at Robert Gordon University (ICRGU) with your explicit consent, we will pass on your application for their consideration.

3 DECLARATION OF CRIMINAL CONVICTIONS

- 3.1 By accepting the University's offer you are confirming that:
- i. You have declared, or will declare, any relevant criminal convictions in accordance with the University's "Recruitment and Admissions to Higher Education Policy" using the form found at <http://www.rgu.ac.uk/criminal-conviction-declaration>. Details of the University's Criminal Conviction Policy and Procedure can be found at <http://www.rgu.ac.uk/policies> in the Academic and Student Life section.
 - ii. You accept that your offer may be withdrawn, or you may have your enrolment terminated if you have any conviction that prevents you from being able to undertake your course (determined by the University or the relevant professional, statutory or regulatory body).
 - iii. You accept that, when you are an offer-holder or a student, if you come under investigation by the Police or criminal proceedings are initiated it is your responsibility to report this to the University.

4 CANCELLATION OF ADMISSION

- 4.1 If you accept our offer of a place conditional or unconditional you have the statutory right to cancel within 14 days of the date we receive formal notification through UCAS of your firm or insurance acceptance or if you have applied directly to the University, your acceptance through the University's online application portal. You must notify the University of your decision in writing via email or post (please refer to website for contact details (details can be found at <http://www.rgu.ac.uk/contact-us>).

- 4.2 The University may cancel your contract prior to enrolment at any time in accordance with [Academic Regulations](#) or the [Debt Recovery Guidance](#). The University may also cancel its contract with you, with immediate effect by contacting you in writing, if between accepting an offer and enrolling on the course:
- i. There is a change in your circumstances which the University deems makes it inappropriate for you to study on the course; or
 - ii. The University becomes aware of information, which it was not aware of previously, which the University deems makes it inappropriate for you to study on your chosen course.

5 ENROLMENT

- 5.1 You are required to enrol at the time of initial admission to your course and every twelve months during the period in which you undertake the course* (Academic Regulation A2). This process reaffirms your acceptance of the University's terms and conditions. Students who are in debt to the University will not be allowed to enrol.

** or such other period as agreed between the Course/Programme Management Team and the University's Academic Administration Department.*

- 5.2 Enrolment must be completed by the commencement of the course and only in exceptional circumstances will late arrivals be accepted onto the course of study.
- 5.3 If you fail to enrol the University reserves the right to withdraw you from your chosen course of study and you are not entitled to attend classes or participate in assessments for any modules.
- 5.4 If you are subject to immigration controls you will need to demonstrate your immigration status at enrolment.

6 IMMIGRATION (information relevant only to non EU/UK nationals)

- 6.1 If you fail to demonstrate that you have a valid immigration status to undertake the proposed course of study you may be withdrawn from the University.
- 6.2 All students subject to visa regulations are required to re-register with the University at points throughout the academic session and will be advised accordingly.
- 6.3 If your visa is revoked for any reason the University has the right to terminate your enrolment and this Contract and you will not be entitled to a refund on any deposit or tuition fees paid.
- 6.4 If you require a visa to study in the UK you must comply with the University's requests for additional information and documentation in order to enable the University to issue a Certificate of Acceptance for Studies (CAS) where appropriate.
- 6.5 It is your responsibility to provide the University with evidence supporting financial resources as required for a CAS to be issued.

- 6.6 The University reserves the right to refuse to issue a CAS when it is not satisfied the visa application will be successful or that the issuance of a CAS will cause late enrolment.
- 6.7 If the course of study requires an Academic Technology Approval Scheme (ATAS) certificate it is your responsibility to apply and subsequently submit this to the University. The University will advise you via your offer letter if this is required.
- 6.8 On accepting these terms and conditions you consent to the University contacting the UK Visa and Immigration Service to verify your previous immigration history and current application status as necessary.
- 6.9 It is your responsibility to comply with the conditions of your student visa whilst enrolled by the University.
- 6.10 The University is required to withdraw sponsorship of your Tier 4 visa if you do not comply with UK Visa and Immigration rules, including but not limited to:
- i. A sponsored student does not arrive for their course either following a refusal of entry clearance or leave to remain, or where leave is granted but the student fails to enrol;
 - ii. A sponsored enrolled student is absent without permission and contrary to attendance requirements;
 - iii. A sponsored enrolled student leaves their course earlier than expected;
 - iv. A sponsored enrolled student changes the course they are studying; or
 - v. The University discontinues a sponsored enrolled student's studies. (See Regulation [A3: Student Conduct and Appeals – Section 2, para 5.3](#)).

7 FEES

- 7.1 Tuition fees for all postgraduate, international undergraduate and undergraduate students from Wales, Northern Ireland and England are set at the point of enrolment for the chosen course of study, and will not increase during the term of the contract.
- 7.2 Tuition fees for self-funded Scottish and European undergraduate students are set in line with Scottish Government guidance and may increase from year to year.
- 7.3 The tuition fees for all courses are published on the University course web pages.
- 7.4 You are liable for the full payment of tuition fees for your course including accepting responsibility for securing any sponsorship, and payment thereof, or reduction in fees due to recognition of prior learning.
- 7.5 If you are sponsored for your studies you must complete a confirmation of sponsorship form confirming invoice and reference details.
- 7.6 You are responsible for notifying the University should there be any change to the arrangement for the payment of your tuition fees for your course.

- 7.7 By accepting the University's offer of a place, you agree to the University's assessment of your fee status.
- 7.8 Following re-enrolment, in the event that you have not paid your tuition fee by the due date the University shall be entitled to refuse permission to allow you to continue on your chosen course of study and terminate your enrolment and this Contract.
- 7.9 A resit fee is normally payable in the event you are required or provided the opportunity by the Assessment Board to resit an assessment with attendance.
- 7.10 Refund claims must be submitted within one year of the date on your unconditional offer letter. See [Refund Guidance](#).
- 7.11 International students are required to pay a deposit as advised at point of offer and should do so in accordance with the University's [Deposit Policy for International Applicants](#).
- 7.12 The University will not accept applications from students who owe the University money for any reason. The amount due must first be cleared before the University can proceed with any application.
- 7.13 You are responsible for your own living expenses throughout the duration of the course.
- 7.14 The University may pursue legal proceedings against you if you are in debt to it ([Debt Recovery Guidelines](#)).
- 7.15 Any queries relating to student finance issues should be directed to studentfinance@rgu.ac.uk

8 RULES, REGULATIONS & BEHAVIOURS

- 8.1 In addition to UK and Scottish legislation, the University is governed by internal policies, procedures and regulations.
- 8.2 The internal policies, procedures and regulations are put in place by the University to govern and effectively manage academic and non-academic matters of the University.

Examples of these policies, procedures and regulations include:

- i. [General Policies](#)
- ii. [Academic Regulations](#)

You should familiarise yourself with these University policies, procedures and regulations before accepting an offer of a place to study at the University.

You must adhere to all of the University policies, procedures and regulations following enrolment.

- 8.3 The University expects students to behave with due regard to others and to contribute positively to the learning process by applying themselves to their studies for their duration of time at the University.

- 8.4 Information on relevant external legislation of higher education and the University's internal policies, procedures and regulations can be found on the University's web pages. Please refer to **Appendix** for examples of relevant documents.

9 DATA PROTECTION

- 9.1 The University will comply fully with the provisions of the current Data Protection legislation when processing your personal data. The University's privacy notices, which give full information on how your personal data will be used, can be found at the [Information Governance web pages](#).

10 APPEALS AND COMPLAINTS

- 10.1 Whether during the application process or as an enrolled student, you feel that you have been unfairly treated, that the University has not adhered to its own policies or you wish to appeal against a decision of an Assessment Board then the University has fair and equitable [Complaints](#) and [Appeals \(Section 3\)](#) Procedures in place. Where a complainant or appellant has exhausted the University's internal processes they are then entitled to take the complaint to the Scottish Public Services Ombudsman.

11 LIABILITY

- 11.1 The University will take all reasonable steps to ensure your safety whilst on University property.
- 11.2 The University does not accept responsibility and excludes liability for damage to your property or intellectual property other than through the negligence of its staff and agents. The University shall not be held responsible for any injury or damage to property caused by another student or by any person other than a University employee or representative.
- 11.3 You are advised to insure your property against theft and other risks.
- 11.4 In the event of an activity or action occurring which the University cannot control - such as a civil emergency, on-campus emergency, industrial action by its own staff and concern with regard to the transmission of serious illness, 'acts of god' - the University will cooperate with internal and external organisations and agencies to do everything to avoid disruption to studies and services so far as is reasonably practical. The University will endeavour to keep you informed and do all it reasonably can to mitigate any effects that the action may have. However, the University cannot guarantee to maintain its services to the level normally expected if there is prolonged disruption to its campus and services. We reserve the right to change or cancel parts, or all, of your course.

12 WITHDRAWAL

- 12.1 You may withdraw from studying at the University at any time after enrolment. By cancelling the contract in this way you may lose all or part of your tuition fee in accordance with the [University's refund policy](#).

13 TERMINATION

- 13.1 The University may terminate your contract following enrolment at any time in accordance with [Academic Regulations](#) or the [Debt Recovery Guidance](#).
- 13.2 If your contract is terminated by the University then you:
- i. Are not entitled to enroll on your course of study;
 - ii. Will have your sponsorship withdrawn if you are an international student on a Tier 4 visa;
 - iii. Must pay all outstanding fees, charges and debts immediately.

The Terms and Conditions of Enrolment will be reviewed July 2021

Appendix A

INTERNAL POLICY, PROCEDURE AND REGULATION DOCUMENTS

Please note the below documents have been brought together for your convenience but does not represent an exhaustive list.

[Information for Undergraduate Applicants](#) / [Information for Postgraduate Applicants](#)

In particular:

- [Admissions Policy](#)
- [Deposit Refund Policy for International Students](#)
- [Appeals Procedure for Applicants](#)
- [Complaints Procedure](#)
- [Criminal Conviction Procedure](#)
- [Data protection / Student Privacy Notices](#)

Academic Regulations:

In particular

A1: Courses

A2: Admission

A3: Student Conduct and Appeals

A4: Assessment and Recommendations of Assessment Boards

A6: Research Degrees

Financial:

[Debt Recovery Guidelines](#)

[Refund Guidelines and Conditions](#)

University Policies:

You should familiarise yourself with the following policies and procedures listed here:

- [Dignity at Work and Study Policy](#) (General)
- [Equality and Diversity Policy](#)
- [Ethics Policy](#) (General)
- [Policy Statement for Health and Safety](#) (General)
- [Whistleblowing \(Disclosures in the Public Interest\)](#) (General)
- [Parking Policy](#) (Estates)
- [Student Drugs Policy](#) (Academic and Student Life)
- [Complaints Procedure](#) (General)
- [Data protection / Student Privacy Notices](#)
- [Freedom of Information Policy](#) (General)
- [Policy for the use of IT Facilities](#) (Information Technology)
- [Criminal Conviction Policy and Procedure](#) (Academic and Student Life)

And also:

- [Smoking Policy](#) (Estates)
- [Associate Student Regulations](#)
- [Library Debt](#)
- [Student ID Cards](#)

The above policies and procedures may be subject to change – please note that it is your responsibility to check them regularly. Please refer to [8. Rules, Regulations and Behaviours](#) for further information.

Copies of the above document is available for consultation at <https://www.rgu.ac.uk/enrolment>

and also at:

The Student Help Point

Student Central
Ishbel Gordon Building
Garthdee Road
Aberdeen

All documents (including the Terms and Conditions of Admission and Enrolment) can be made available in large print upon request.

Please email studentrecords@rgu.ac.uk or telephone on (01224) 262205.