

**Key Terms Summary for Online Students:  
The essential information about your student contract**

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## 1. Introduction

This document summarises the essential information you need to know about your student contract. Your contract sets out in detail the relationship between you and the University relating to your studies. It covers your rights and obligations, and the University's rights and obligations towards you.

The meaning of any defined (capitalised) terms in this document is explained in the Online Student Terms and Conditions.

## 2. Which documents make up my student contract?

Full details of the legally binding contractual relationship between you and the University are set out in your Contract Information which includes:

- our Online Student Terms and Conditions
- the Regulations Applicable to Online Students
- your University entry requirements
- the terms within your offer letter
- details of your right to cancel and how
- your Course Description (on the University's website and in your course overview document)
- your Tuition Fee
- your Tuition Fee increase information
- any special requirements set out in communication with you
- this Key Terms Summary for Online Students

Together, these form the Contract between you and the University.

You may enter into other contracts during your time at University (for example, for disabled student support or financial support) but these will be subject to separate terms and conditions. In some cases these contracts will be made with third parties.

Additional information about the teaching and learning experience that the University provides is available on the University's website.

## 3. What should I do before accepting an offer?

Before you accept an offer of a place at the University, please read all the contractual information carefully and check that the details in the offer are complete and accurate. If you have any queries, you should contact us by email [enrolments@online.shu.ac.uk](mailto:enrolments@online.shu.ac.uk) or telephone +44 808 1346225 or +44 114 3216562.

## 4. When do I become bound by a contract?

A Pre-Enrolment Contract is formed between you and the University when you accept the offer of a place in accordance with the terms of your offer.

## 5. What happens if I accept an offer and then change my mind?

You have a 14-day statutory cancellation period (known as a "cooling off" period) during which you can change your mind about accepting an offer to study at the University.

## 6. Can my place be withdrawn before I enrol?

There are circumstances in which the University may suspend or discontinue courses, for example where there is an insufficient number of students to ensure a high quality student experience, or exceptionally where a commissioning, accrediting or regulatory body or employer withdraws places, accreditation, support and/or funding for a course. Further circumstances are at clause 4.5 of the Online Student Terms and Conditions.

Your place may also be withdrawn if you have provided false, incomplete or misleading information when applying to the University.

## **7. What happens when I enrol?**

Please read the latest contractual information sent to you before/at Enrolment, as changes may have been made between the time you accepted the offer and the time you enrolled.

If you do not enrol at the University by the deadline you are given, your Pre-Enrolment Contract will automatically expire on this deadline and you will no longer be able to take up your place at University.

When you enrol at the University, your Pre-Enrolment Contract automatically expires and a new Enrolment Contract is formed between you and the University. You are then a Hallam student.

You may still be required to meet any special requirements of your course as a condition of enrolling, and some courses have ongoing requirements you must meet which you will be informed about. If you do not meet, or continue to meet, all of your special requirements, you may not be able to start on your course, or complete some elements of it, and you may eventually be withdrawn from your course or be subject to disciplinary or fitness to practise proceedings.

Your place may be withdrawn and your Enrolment cancelled if you have provided false, incomplete or misleading information in relation to your Enrolment at the University.

## **8. What happens if I enrol and then change my mind?**

Once you enrol online, there is a 14-day statutory cancellation period during which you can change your mind about coming to study at the University. The period runs from the date you enrol online. To cancel your place, you must notify the University in writing. You can notify the University of your cancellation using the form at the end of this Key Terms Summary.

If during the cancellation period you have accessed learning materials as digital content and/or received teaching on a Module of your course, you are agreeing that by accessing that digital content and/or the Module, you are expressly requesting their supply as part of the University's service to you. If you subsequently choose to withdraw from your course during the statutory cancellation period, you are acknowledging and agreeing that the University may retain some or all of the Tuition Fee that you have already paid so it can cover the cost of the service it has provided to you until the date of the cancellation.

Following the first two weeks from your course start date, you may take a break in study, withdraw from the University or transfer to another institution, and you will receive a refund of any Tuition Fees paid by you in advance for Modules which have not yet started. The University will not refund you for Modules the start date of which has passed.

You are strongly advised to discuss the implications of withdrawing in advance with relevant University staff and any sponsor/employer/funding body, since such decisions can have

significant implications and may affect your ability to get funding in the future.

**9. Can the University terminate my contract?**

Yes, if you materially breach the Online Student Terms and Conditions or the Regulations Applicable to Online Students, including in any circumstance set out in the Termination section (clause 11 of the Online Student Terms and Conditions).

You may be expelled if you commit a serious breach of the Disciplinary Regulations, Academic Conduct Regulation or where you are found unfit to practise on a professional course under the Fitness to Practise Regulations. Other less serious sanctions may also be applied under the Regulations Applicable to Online Students.

**10. Can I complete the Modules of my online course in any order I like?**

All Modules of your course are set out in your Course Description. The Online study provision offers flexibility of study, including a flexible approach to when you complete your Modules. Exceptionally, some courses may have Modules that you must study in a specific order within the course and this should be clearly explained in your Course Description.

**11. Can the University make changes to my course?**

Yes, but only in certain circumstances where it is fair to do so. A fair reason might be to improve the course in response to student feedback, or to update it in line with the latest academic developments for the benefit of students. See clause 4 of the Online Student Terms and Conditions for full details of the types of changes that may be made, and how and when the University will consult you and let you know.

The impact of changes will be mitigated as far as reasonably possible, but if you remain dissatisfied about a change, we will support you to find an alternative course at the University or elsewhere, and you may choose to withdraw from the University. In those circumstances, a refund of your Tuition Fees would normally be paid.

**12. Can the University withdraw services it normally provides?**

Yes, for example to improve the University's estate and facilities, or in circumstances beyond our control. We will always take reasonable steps to mitigate the impact on you. For further details please see clause 4.6 of the Online Student Terms and Conditions.

**13. What does it mean if my course is accredited or approved?**

The University provides programmes of education and training for a number of professions that are subject to statutory regulation. Other professions are regulated by a specialist college, society or institute with its own individually prescribed examinations and other requirements for membership. On the University's website you can find details of courses which are currently accredited, regulated, monitored or approved by other bodies.

The accreditation status or the regulation, monitoring or approval of courses is subject to change, and new and existing courses can gain or lose such a status from time to time.

**14. Can the University change the Online Student Terms and Conditions or the Regulations Applicable to Online Students?**

Yes, but only in certain circumstances where it is fair to do so. See clauses 5 and 13 of the Online Student Terms and Conditions for further details.

## 15. Will the University increase my Tuition Fees each year?

Your Tuition Fee will be set out in your offer. The Student Fees Regulations for your year of entry include further details of the terms relating to your payment of fees and you should refer to these for the definitive position.

The University reserves the right to make changes to its tuition fees if the government changes the maximum amount of tuition fees that institutions may charge. Such changes, whether they reduce or increase the maximum amount of tuition fee, will take effect for relevant students in accordance with the terms of government policy. The University will publish details of any changes on its website and in the information about tuition fees applicable to a student's year of entry.

**Home Postgraduate Taught Students (excluding PGCE students):** Students commencing on a postgraduate taught course of more than one academic year will not be subject to an inflationary uplift on their course fees.

**Tuition Fee Increases for International Students:** Where you are assessed as an international student for fees assessment purposes, postgraduate fees will not be subject to an annual increase with inflation so you will pay the same annual fee for each year of your course where the course has a duration of two years or more.

EU, EEA and Swiss nationals living in the UK with 'settled' or 'pre-settled' status will be classified as 'Home' students and pay the home fee providing they meet certain residency requirements. Additional detail is provided on the [Tuition Fees](#) page of the University's website.

**All Students:** Information about the amounts by which tuition fees may increase, and how fee increases will be calculated, will be made available to prospective students through the University's website and to applicants via email once the University has published its position and subject to government policy.

**Deferral:** If you have deferred your place, you will pay the Tuition Fees applicable to your course and student status at the time when you resume your studies.

**Break in study:** If you have taken a break in study, when you resume your studies, you will continue to pay the same Tuition Fees as set for your course at its start date.

The University reviews other fee levels annually and may increase fees for subsequent years. The University will normally give prior warning of fee increases.

Please refer to the Student Fees Regulations for details of how/when fees are payable and how to withdraw from the University. Any refund is calculated from the official date of withdrawal and you remain liable to pay fees until that date.

## 16. What happens if I do not pay my Tuition Fees?

By paying upfront your Tuition Fee, you accept a place on the course or continue your studies on a Module of the course. The paying of Tuition Fee gives you access to the learning materials for which you have paid.

In rare circumstances, you may build up a debt to the University. Until the debt is paid, the University may charge interest on any outstanding balance, withhold services from you and withdraw you from your course. Ultimately the University may terminate your Enrolment Contract and pursue you for the debt.

You will not be able to re-enrol, receive your award certificate or official verification of your studies, or attend a graduation ceremony if you have a Tuition Fee debt to the University.

#### **17. Will I have to pay any extra costs on top of my Tuition Fees?**

You will find details of any extra costs you may have to pay in your course overview document or on the University's website.

#### **18. Will I own any Intellectual Property I create in the course of my studies?**

As a general principle, the University recognises that each student is the owner of the Intellectual Property s/he creates in the course of his/her studies, however, this is subject to exceptions. Please see the Intellectual Property Regulations for Students for more details.

#### **19. How will the University protect my Personal Data?**

Please see the 'Privacy Notice for students and applicants and enquirers for Online Courses' for information on the purposes for which your personal data is held, the categories of data held, the safeguards in place, and organisations to whom the University may disclose your personal data.

The University has set out the roles and responsibilities of staff in its '[Information Governance Policy](#)'. Students' responsibilities regarding data are set out in '[Use of personal data by students: Your responsibilities](#)'.

As a public authority, the University has appointed a Data Protection Officer who can be contacted at [DPO@shu.ac.uk](mailto:DPO@shu.ac.uk).

#### **20. Does the University exclude or limit its liability to students?**

The University expressly excludes liability to the fullest extent permissible by law for all damage to your property and for personal injuries or death, unless caused by the negligence of the University or its staff. It also excludes liability for the non-return of work submitted for assessment, all indirect and consequential losses, and loss of opportunity, income or profit. Unless it is liable in negligence for personal injury or death, the University limits its liability to the value of Tuition Fees paid by you or on your behalf, or, if greater, any relevant amount received from its insurers.

The University will consider individual circumstances via the relevant student or applicant complaints procedure.

#### **21. What happens if circumstances prevent the University delivering educational services to me?**

The University will do all it reasonably can to minimise disruption to its services and to mitigate the impact of any disruption that cannot be avoided. Depending on the circumstances, the University's "force majeure" clause may apply (see clause 10 of the Online Student Terms and Conditions). This means that we are not liable to compensate you for delays or failure to provide services if this is outside our control.

## 22. Where can I find information on refunds and compensation?

Please speak to your Student Support Officer in the first instance if you have any concerns and believe you may be entitled to a refund or compensation. The Online Student Terms and Conditions (see clause 6) set out the circumstances in which a refund may be payable.

## 23. Where can I find information about transferring courses or transferring credit to another institution?

Please speak to your Student Support Officer in the first instance if you have any concerns and are thinking of changing courses or transferring credit to another institution. It is important to get the right advice before you make any decisions.

## 24. What student regulations do I need to be aware of?

You should familiarise yourself with all the Regulations Applicable to Online Students. These are an important part of your contract and govern many of the processes and procedures you may need to follow whilst at University, for example what to do if illness affects you during your course, or you need to retake a Module. The Regulations are available on the University's website and via MyHallam. You can also find our policies and other forms, guidance and codes alongside the Regulations.

## 25. Do I have to abide by a code of conduct?

Yes, the University's Disciplinary Regulations for Students include a code of conduct which students are expected to follow. Some courses also have professional conduct requirements.

## 26. What happens if I breach the Regulations Applicable to Online Students?

The University may investigate allegations of misconduct according to the Disciplinary Regulations, and/or the Student Fitness to Practise Regulations for students on professional courses. Any student may be subject to disciplinary sanctions if they are found to be responsible for misconduct. Sanctions for misconduct can range from an oral reprimand to withdrawal of an award and expulsion from the University.

If you do not meet the requirements of regulations for assessment at the University level and your course, you may not be allowed to progress to the next stage of your course, you may have to repeat assessments for parts of your course, you may have to withdraw from your course and you may not be awarded the qualification for which you are studying.

If you breach the regulations about academic misconduct, the sanctions can range from reductions in your marks and having to repeat assessments, to not allowing you to receive an award and expulsion from the University, depending on the seriousness of the misconduct.

If you breach regulations for using the University's IT facilities and learning resources, the University may withdraw services from you and there may be an investigation which can lead to disciplinary sanctions.

## 27. How do I make a complaint about the admissions process as an applicant?

Please follow the Appeals and Complaints Procedure for Applicants.

## 28. How do I make a complaint about the University as an enrolled student?

Please follow the Student Complaints Policy and Procedure.



### 29. How does the University handle accusations of harassment?

Please see the University's [Anti-harassment Policy and Procedure](#). There is also more support and information available on our website and via our [Report and Support](#) page.

### 30. Where can I find the University's Freedom of Speech Code of Practice?

The University's [Freedom of Speech Code of Practice](#) is available via MyHallam.

### 31. What is the University's "Prevent Duty"?

The University's "[Prevent Duty](#)" is explained on MyHallam.

### 32. Where can I find the University's Student Protection Plan?

You can find the [Student Protection Plan](#) on the University's website.

### 33. Where can I find the University's Access and Participation Plan?

You can find the [University's Access and Participation Plan](#) on the University's website.

### 34. What if I have other questions?

For all other information about our student support services (including mental health and wellbeing services, multifaith chaplaincy, disabled student support), fees and funding, bursaries and scholarships, budgeting, our approach to equality, diversity and inclusion, and much more, please check our website.

Sheffield Hallam University's principal address is City Campus, Howard Street, Sheffield, S1 1WB, Telephone Number +44(0)114 225 5555, Email: [enquiries@shu.ac.uk](mailto:enquiries@shu.ac.uk)

### 35. Cancelling Your Contract

#### Right to Cancel

You have the statutory right to cancel your Pre-Enrolment Contract and your Enrolment Contract within 14 calendar days without giving any reason.

If you have **not yet enrolled**:

If you wish to cancel, you must tell the University of your decision to cancel your Pre-Enrolment Contract by a clear statement sent by e-mail to [enrolments@online.shu.ac.uk](mailto:enrolments@online.shu.ac.uk) in the 14 calendar days after the day you've accepted the offer of a place at the University.

If you **have enrolled**:

If you wish to cancel, you must tell the University of your decision to cancel your Enrolment Contract by a clear statement sent by e-mail to [studentsuccess@online.shu.ac.uk](mailto:studentsuccess@online.shu.ac.uk) in the 14 calendar days after the start date of your first Module on the course.

To meet the cancellation deadline, you need to tell us that you want to cancel in writing before the cancellation period has expired. **You may use the model cancellation form below, but you do not have to use it.**

## Effects of Cancellation

- If you cancel your student contract in accordance with your statutory rights, the student contract will end and we will refund to you the Tuition Fee already paid.
- We will make the refund without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel.
- We will make the refund by the same means of payment as you used for the initial payment.
- You will not incur any processing fees for the refund.

If you have accessed the learning materials as digital content and/or received teaching on a Module, you are agreeing that by doing so you expressly requested their supply to begin during the cancellation period as part of the University's service to you, including where your course starts during the cancellation period. In such instances, you agree for the University to retain a proportionate amount to cover the cost of the services already provided to you until the date on which the University received notice of your cancellation of the contract.

### 36. Statutory Cancellation Form

<p>If you have <b>not yet enrolled</b>:</p> <p>Email: <a href="mailto:enrolments@online.shu.ac.uk">enrolments@online.shu.ac.uk</a></p>	<p>If you <b>have enrolled</b>:</p> <p>Email: <a href="mailto:studentsuccess@online.shu.ac.uk">studentsuccess@online.shu.ac.uk</a></p>
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I hereby give notice that I cancel my contract for the supply of the following service:

Contract for the supply of education services at Sheffield Hallam University for

..... (Course)

Date of Acceptance of Offer\* / Date of Online Enrolment\* : .....

Name of Student: .....

Address of Student: .....

.....

.....

.....

.....

Student Number: .....

Date of Cancellation: .....

***\*Please delete as appropriate: if you have not yet enrolled, please confirm the date you accepted your offer; if you have enrolled, please confirm the date you enrolled.***

### 37. Version Control

Version Control	Authority	Approval Date
Key Terms Summary approved (v1.0)	<i>[authorising staff / body]</i>	<i>[please insert date]</i>