

## 1. INTRODUCTION

- 1.1. Please read these terms and conditions (“Terms”) carefully. By accepting your Offer, you agree to be bound by these Terms.
- 1.2. These Terms, along with any documents referred to herein (including those accessed via links to a website) contain important information about your Contract with QAHE (SW) Limited (“QAHE (SW)”). QAHE (SW) is a limited company registered in England with company number 16094988. The registered office is International House, Third Floor, 1 St Katharine’s Way, London, E1W 1UN.
- 1.3. QAHE (SW) delivers Swansea University (the “University”) courses available at the London campus as part of a partnership between the University and QAHE Limited (“QA Higher Education”) – a UK higher education provider. The courses are designed, assessed, quality assured and validated by the University. The courses are taught by QA Higher Education staff.
- 1.4. You will be a student of both QAHE (SW) and the University. The purpose of these Terms is to set out the contract between you, QAHE (SW) and the University. These Terms contain the obligations that QAHE (SW) and the University have to you as a student and the obligations that you have to QAHE (SW) and the University.
- 1.5. QAHE (SW) will deliver most of the services to you. You will be a student of the University for all academic purposes relating to the award of the degree on successfully completing the Courses, and for the purposes of statutory returns to the Office for Students and the Higher Education Statistics Agency.
- 1.6. We may update these Terms from time to time. When we update our Terms we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the QAHE (SW) website: [qa.swansea.ac.uk](http://qa.swansea.ac.uk). If there is any discrepancy between these Terms and any of the documents referred to herein, the provisions of these Terms shall prevail.

## 2. IMPORTANT PERSONAL DETAILS

- 2.1. It is essential that you provide your live personal email address and your home address and telephone number on your online application form and a copy of your current passport. You must tell us immediately if there is any change to any of these details. Important information regarding enrolment and admission is sent to the student’s personal email address.
- 2.2. If you applied to us via an intermediary such as an agent, representative or educational institution, we will normally communicate with you about your admission via the intermediary. We reserve the right to pass information about your admissions and enrolment status and about your course attendance to the intermediary which is referred to in your application.

## 3. BEFORE YOU ACCEPT

### Your Offer

- 3.1. QAHE (SW) will issue you with an offer letter (your “Offer”). Your Offer contains important information relating to the course on which you have been offered a place, including the term dates, duration and location of the course and the tuition fees.
- 3.2. The Offer will set out any specific requirements that you will need to comply with. If you fail to comply with any of these requirements, we may terminate the Contract as set out in clause 14.
- 3.3. It is your responsibility to ensure that all information provided by you or on your behalf is true and not misleading. QAHE (SW) and/or the University reserve the right to withdraw an Offer if it is found that you have provided false or misleading information or have omitted relevant information in your application and/or during the admissions process.
- 3.4. We are not currently able to sponsor International students to study Swansea University courses taught by QAHE (SW). If you require sponsorship to study as an international student, this course will be unavailable to you.

## 4. ACCEPTING YOUR OFFER

- 4.1. Acceptance of the Offer occurs when you have signed into our Applicant Portal using your username and password and accepted the Offer.
  - 4.2. Once you accept the Offer, a legally binding Contract comes into existence which remains conditional upon you meeting all of the conditions in the Offer.
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4.3. If you do not accept the Offer within the specified time period, we may withdraw the Offer.

## 5. YOUR RIGHT TO CANCEL THE CONTRACT

- 5.1. You have a legal right to change your mind and cancel the Contract within 14 days, starting on the day after you accept your Offer (the "Cancellation Period").
- 5.2. To exercise this right to cancel, you must inform us of your decision to cancel the Contract by a clear statement. You can do this by logging in to your applicant portal and declining your Offer. Alternatively, you may do this by sending an email to the Director of Admissions, [home.admissions@qa.com](mailto:home.admissions@qa.com). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.3. If you cancel your acceptance within the Cancellation Period and are a self-funded student, you will be entitled to a refund of any deposit/fees paid. The University is responsible for refunds and it will provide a refund without undue delay and no later than 14 days after the day on which you informed us of your decision to cancel the Contract. You must make a refund request in the event of cancellation and all refund requests must be submitted to [refunds@qa.com](mailto:refunds@qa.com).
- 5.4. We may start to provide you with services if you request us to do so before the end of the Cancellation Period. For example, because you have accepted your Offer shortly before your course is due to start. You may still cancel the Contract during the Cancellation Period. However, we will be entitled to deduct from any refund an amount which is in proportion to the services supplied by us to you, calculated on the basis of the total price of the Contract.

## 6. YOUR OBLIGATIONS

- 6.1. You must keep all information provided to us up to date and notify us promptly of any changes;
- 6.2. You must ensure that all information provided by you or on your behalf, as part of the application process or at any other time, is and remains true and accurate and is not misleading;
- 6.3. You must comply with any and all conditions set out in your Offer and continue to comply with them (if relevant) throughout the duration of your course;
- 6.4. You must pay all tuition fees and any other charges when due;
- 6.5. You must comply with these Terms and all other regulations, codes, policies, procedures and documents referred to herein (including those published on QA Higher Education's website, QAHE (SW)'s website and the University's website); and
- 6.6. You must enrol with QAHE (SW) and directly with the University at the start of your course.

## 7. OUR OBLIGATIONS

- 7.1. We will provide the services to you with reasonable care and skill.
- 7.2. We will use reasonable efforts to deliver the courses as described.
- 7.3. We reserve the right to withdraw or change the courses or course combinations included in any publicity material. Changes are usually made for one or more of the following reasons:
  - 7.3.1. to review and update the rules and regulations to ensure that they are fit for purpose;
  - 7.3.2. to safeguard academic standards, for example, in response to external examiner feedback;
  - 7.3.3. 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;
  - 7.3.4. to incorporate sector guidance or best practice;
  - 7.3.5. to incorporate feedback from students; and/or
  - 7.3.6. to aid clarity or consistency of approach.
- 7.4. Where we make changes to our rules and regulations, we will make reasonable efforts to bring them to your attention before the changes take effect. The updated rules and regulations will be made available on our website.
- 7.5. We will comply with the QAHE (SW) Disability Policy and will ensure appropriate facilities are made available to students which disclose a disability to us. We would recommend that disabilities are disclosed to us at the earliest opportunity to ensure QAHE (SW) has sufficient time to put in place appropriate and reasonable adjustments.
- 7.6. We will assess all applications on the basis of academic suitability for a programme and will ensure compliance with all legal requirements regarding disability discrimination including The Equality Act 2010.

## 8. FEES AND FUNDING

- 8.1. The value of your tuition fees are as shown in your Offer.
  - 8.2. Self-withdrawal – you may choose to withdraw from your course, and can do so by following the withdrawal process as outlined in the University Regulations.
  - 8.3. University Initiated withdrawal – QAHE (SW) and/or the University may terminate your registration at any point during your course, should there be a breach of Contract.
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- 8.4. If you do not pay your tuition fees when due you may be withdrawn from your course. Other sanctions may also be imposed such as withholding certificates and transcripts.
- 8.5. **Please note:** if you do not pay your fees on time we reserve the right to take legal action and/or appoint a debt collection agency. You are personally liable for any and all tuition fees incurred, even if you're subsequently found not to be eligible for some or all of the funding you have applied to obtain.
- 8.6. If students do not pay on time, they will be withdrawn from their course.

**For students studying on an undergraduate course:**

- 8.7. Tuition fees are payable to the University.
- 8.8. You can either choose to self-fund your programme of study or apply for a tuition fee loan from Student Finance England, Student Awards Agency Scotland, Student Finance Wales or Student Finance North Ireland.
- 8.9. If you have applied for a tuition fee loan from Student Finance England (or regional equivalent) and this has not yet been approved you will still be permitted to provisionally enrol, on the basis that you are able to provide evidence of your application for tuition fee funding and a valid CRN number.  
The information below provides you with details of your fee liability if you withdraw from the course:

<b>Your withdrawal from the course occurred:</b>	<b>Percentage of fees payable by you following withdrawal</b>
Between commencement of course but prior to 2 weeks following commencement of the course	0% of course tuition fees are payable by you to the University
More than 2 weeks following commencement of the course but prior to the end of term one of the course	25% of the course tuition fees are payable by you to the University
Following completion of term 1 of the course but prior to completion of term 2 of the course	50% of the course tuition fees are payable by you to the University
Following completion of term 2 of the course	100% of the course tuition fees are payable by you to the University

- 8.10. Where you are excluded by the University or QAHE (SW) you will not be entitled to a refund and 100% of the course tuition fees are payable by you to the University.
- 8.11. To request a refund, students must email: [refunds@qa.com](mailto:refunds@qa.com).
- 8.12. All refunds will be refunded to the original payment source.

**For students studying on a postgraduate course:**

- 8.13. Tuition fees are payable to QAHE (SW).
- 8.14. You must pay a non-refundable deposit to secure your place on the course. Deposits will be specified in your Offer.
- 8.15. You must pay your deposits by Flywire.
- 8.16. You will not be entitled to enrol unless you have paid your full deposit to QAHE (SW).
- 8.17. All payments to QAHE (SW) must be made via [Flywire at qahe-lmet.flywire.com]. QAHE (SW) does not accept alternative forms of payment.
- 8.18. You may choose to apply for a maintenance loan from Student Finance England, Student Awards Agency Scotland, Student Finance Wales or Student Finance North Ireland.
- 8.19. QAHE (SW) may request evidence of any maintenance loan application which should clearly specify the correct academic year, course, intake and campus.
- 8.20. Tuition fees are payable by you to QAHE (SW) in three installments as will be notified to you following enrollment.
- 8.21. The information below provides you with details of your fee liability if you withdraw from the course:

<b>Your withdrawal from the course occurred:</b>	<b>Percentage of fees payable by you following withdrawal</b>
Between commencement of course but prior to the start of the second term of the course	33% of the course tuition fees are payable by you to the University
Following commencement of the second term of the course but prior to the third term of the course	66% of the course tuition fees are payable by you to the University
Following commencement of the third term of the course	100% of the course tuition fees are payable by you to the University

- 8.22. Where you are excluded by the University or QAHE (SW) you will not be entitled to a refund and 100% of the course tuition fees are payable by you to the University.
- 8.23. To request a refund, students must email: [refunds@qa.com](mailto:refunds@qa.com)
- 8.24. All refunds will be refunded to the original payment source.

## 9. REGISTRATION AND ENROLMENT

- 9.1. You must register as a student and enrol on a programme/module(s) during the designated session notified to you by QAHE (SW). Unenrolled students are not entitled to attend teaching or access any module and course materials.
- 9.2. The Director of Recruitment may permit you to provisionally register as a student and provisionally enrol subject to the condition that your tuition fees are paid in full or arrangements for payment that are acceptable to QAHE (SW) and/or the University are made within a certain period of time and in any event no later than ten weeks from the start of the course. If you fail to pay in full or make acceptable arrangements within the period stipulated your provisional registration shall be terminated.
- 9.3. As part of the University's enrolment or re-enrolment process for a subsequent year, you agree to be bound by all relevant regulations, procedures, policies and codes of conduct applicable to students which can be found at [Academic Regulations - Swansea University](#)
- 9.4. Subject to any changes made to the Academic or general Student Regulations, re-enrolment is subject to the regulations prevailing at the time of your initial registration.
- 9.5. You may re-enrol for the subsequent academic years provided that you:
  - 9.5.1. are registered as a student of QAHE (SW) and the University and your registration has not been suspended (or if you are suspended that the suspension will expire before the start of teaching on the programme of studies for which you wish to re-enrol);
  - 9.5.2. are in good financial standing with the University and QAHE (SW). Good financial standing means that you do not owe the University any money in respect of tuition fees. We may, at our sole discretion, permit you to enrol despite the fact you owe the University and/or QAHE (SW) tuition fees but enrolment should not be considered proof that no money is owed or that any outstanding debt will not be enforced;
  - 9.5.3. remain fit to study;
  - 9.5.4. have made sufficient academic progress in accordance with the Academic Regulations; and
  - 9.5.5. where applicable, have paid your tuition fees for the forthcoming year in full or made arrangements for payment that are acceptable to us before enrolment.
- 9.6. You must ensure you comply with the requirements of the QAHE(SW) Convictions Policy and in particular notify QAHE (SW) immediately upon you becoming subject to any legal restriction, condition or sentence which impacts your eligibility for a programme and/or which may impact your studies. QAHE (SW) will comply at all times with legal requirements regarding discrimination against individuals with convictions including the Rehabilitation of Offenders Act 1974.

## 10. INTELLECTUAL PROPERTY

- 10.1. The ownership of intellectual property rights will be in accordance with the University's Policy on Intellectual Property created by Students which can be found at <https://myuni.swansea.ac.uk/media/Student-IP-Policy.pdf>.

## 11. LIABILITY

- 11.1. Nothing in these Terms shall limit or exclude our liability to you for any death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any statutory or other liability that cannot be excluded by law.
- 11.2. We are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract. We do not accept responsibility for: (i) any loss or damage to your property (whether on our premises or otherwise) unless caused by our negligence; (ii) loss of opportunity, income or profit.
- 11.3. Subject to Clause 11.1 above, our total aggregate liability to you (whether in contract, tort or otherwise) arising out of or in connection with these Terms and this Contract and/or your period of study with us shall not exceed an amount equivalent to twice the total tuition fees payable by you in connection with your course. Please note that tuition fees are as set out in your Offer (or on our website if amended) and does not include the cost of the following: subject books, stationery, printing and photocopying costs, accommodation, living expenses, travel, hobbies, sports or any other extracurricular activities.

## 12. EVENTS BEYOND OUR CONTROL

- 12.1. An Event Beyond Our Control means any circumstance not within our reasonable control including: Acts of God, flood, drought, earthquake, volcano or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, strike or lock-out (including by our
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- employees), collapse of buildings, fire, explosion or accident, interruption or failure of utility service or any pandemic, epidemic or government enforced lockdown or act.
- 12.2. Subject to the provisions of this Clause 16, we will not be in breach of this Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under this Contract to the extent that such failure or delay is due to an Event Beyond Our Control.
  - 12.3. If an Event Beyond Our Control occurs, then we will promptly notify you as soon as reasonably possible. Our obligations under these Terms will be suspended and the time for performance of our obligations shall be extended for the duration of the Event Beyond Our Control. If relevant, we shall consider whether the remote or virtual delivery of your course is appropriate.

### **13. DATA PROTECTION**

- 13.1. We will process your personal data in accordance with our privacy policy, which is available on the QAHE Website via this link [Privacy Notice | QA Higher Education](#) or upon request.
- 13.2. The University will process your personal data in accordance with its privacy policy, which is available on the University website via this link [[Applicant Data Privacy Statement - Swansea University](#)] or upon request.

### **14. TERMINATING THE CONTRACT**

#### **Your rights to terminate the contract**

- 14.1. You may terminate the Contract within the 14 day Cancellation Period in accordance with Clause 5.
- 14.2. If you change your mind and the 14 day Cancellation Period has expired, you may still cancel the Contract. However, you may be liable for tuition fees and/or only entitled to a partial refund.
- 14.3. You may be able to end the Contract if we have not fulfilled our obligations. Examples might include the unlikely event that your course is cancelled by us, that we have made a significant change to the course that you do not agree with or that there is an unacceptable delay by us in delivering the course.

#### **Our rights to terminate the contract**

- 14.4. We reserve the right to terminate the Contract at any time and on such notice to you as may be appropriate having followed any relevant policies or procedures:
  - 14.4.1. If you do not pay your tuition fees on the date specified for payment. This includes where you have an agreement with a third party (such as a sponsor) to pay on your behalf;
  - 14.4.2. For your failure to provide information requested or for providing false, inaccurate or misleading information;
  - 14.4.3. If you fail to meet the conditions and/or requirements specified in your Offer;
  - 14.4.4. For your late enrolment and/or late commencement of study;
  - 14.4.5. If you fail to meet the ongoing attendance and engagement requirements or fail to demonstrate, in our sole opinion, satisfactory academic progression;
  - 14.4.6. If your circumstances change so that you no longer have permission to remain in the UK;
  - 14.4.7. For your material breach of your obligations under this Contract, including of our regulations, policies, procedures and codes;
  - 14.4.8. If you engage in any activity or act in a manner that brings us into disrepute.
- 14.5. No refunds will be made to any students (including any prepaid fees or deposits) dismissed or withdrawn in accordance with this clause.

### **15. COMPLAINTS**

- 15.1. We have a student complaints procedure that is accessible via the QAHE Website [Policies & Procedures](#). There is also a dedicated mailbox for complaints, [QAHE.Complaints@qa.com](mailto:QAHE.Complaints@qa.com)
- 15.2. , which you can contact for further guidance. We anticipate the vast majority of complaints to be resolved informally. The Senior Management Team has overall responsibility for complaints.
- 15.3. QAHE is a member of the Office of the Independent Adjudicator for Higher Education (OIA) Complaints Scheme. If you are not happy with the outcome of your complaint with us, you may be able to ask the OIA to review your case. Please visit the OIA website for further information.

### **16. OTHER IMPORTANT TERMS**

- 16.1. This Contract is governed by English law. Any disputes arising between us (whether contractual or non-contractual) shall be within the non-exclusive jurisdiction of the courts of England and Wales.
  - 16.2. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms will remain in full force and effect.
  - 16.3. We may transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.
  - 16.4. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third
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Parties) Act 1999 (which is expressly excluded) or otherwise.

- 16.5. These Terms and any documents referred to herein set out the entire agreement between us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
  - 16.6. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.
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