



**University of the  
Built Environment**  
EST. 1919

Patron: His Majesty King Charles III

Horizons, 60 Queen's Road, Reading, RG1 4BS  
ube.ac.uk | +44(0)118 921 4696 | enquiries@ube.ac.uk

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## **UNIVERSITY OF THE BUILT ENVIRONMENT**

### **STUDENT TERMS AND CONDITIONS**

**relating to non-apprenticeship students  
commencing their studies in 2025/26**

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## 1. INTRODUCTION

- 1.1 This document contains important information about your agreement with the University and links to important information. You should read these carefully before You accept a place at the University (the "**Terms and Conditions**").

## 2. DEFINED TERMS

- 2.1 In these terms and conditions the following definitions are used:

<b>"Cancellation Period"</b>	is defined at Clause 20.1
<b>"Contract"</b>	is defined at Clause 3.13.1
<b>"Contract Commencement Date"</b>	means the date You first register for Your Programme via Our online portal
<b>"Employer sponsor"</b>	means where Your employer has entered a contractual arrangement with the University via a contract for services to pay Your Tuition Fees
<b>"Fee Schedule"</b>	means the summary of Tuition Fees required for all modules in Your Programme. This is provided with Your Offer
<b>"Force Majeure Event"</b>	is defined at Clause 24.1
<b>"Intermediate Exit Award"</b>	means an award that requires fewer credits than the final award for Your Programme.
<b>"Interrupt Your Studies"</b>	on a module means starting a module (i.e. You have registered and the module commencement date has passed) and the University approves Your request to not complete the study of that module during that semester. The University reserves the right to make the final decision on whether to approve a request to interrupt a module.
<b>"IPR"</b>	or "Intellectual Property Rights" means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
<b>"Module Fee"</b>	means the fee due for the first attempt of a module You register on
<b>"Offer"</b>	means Our offer to You of a place on the Programme
<b>"Policies and Procedures"</b>	means our rules, policies, procedures and other regulations in force from time to time that are relevant to the Programme and that are made available to You on our website or otherwise provided to You

<b>"Programme"</b>	means the programme described in Your Offer
<b>"Programme Materials"</b>	means all learning resources required for successful completion of a module
<b>"Programme Specification"</b>	means a programme specification provided with an Offer and as set out on Our website
<b>"Regulations"</b>	means the <a href="#">Academic and Programme Regulations</a> (opens new window) relevant to Your Programme with the University
<b>"Resubmission"</b>	means resubmitting an assessment as a second attempt after having previously failed the module or after a Retake as a fourth attempt having failed the Retake (see the "Number of attempts" and "Resubmission" sections of the <a href="#">Regulations</a> (opens new window) for further detail)
<b>"Retake"</b>	means joining the next delivery of a module after having previously failed the module (see the "Number of attempts" and "Retakes" sections of the <a href="#">Regulations</a> (opens new window) for further detail)
<b>"Terms and Conditions"</b>	is defined at Clause 1.1
<b>"Tuition Fees"</b>	means the tuition fee amount, including any module fees, as set out in Your Offer
<b>"University"</b>	means the University College of Estate Management a Royal Charter Corporation (RC000125) and registered charity (registered no. 313223) of Horizons, 60 Queen's Road, Reading, RG1 4BS trading as University of the Built Environment
<b>"VLE"</b>	means Our Virtual Learning Environment
<b>"We", "Us" and "Our"</b>	means the University
<b>"You"/"Your"</b>	means You the student or applicant

### 3. THE CONTRACT

3.1 By accepting our Offer of a place on a Programme, You accept these Terms and Conditions in full, which along with the following documents:

- 3.1.1 the Offer;
- 3.1.2 our Policies and Procedures;
- 3.1.3 the [Regulations \(opens new window\)](#) (which are published on Our website);
- 3.1.4 Your [Programme Specification \(opens new window\)](#) (which is available on Our website and was provided with Your Offer); and
- 3.1.5 the [Module descriptors \(opens new window\)](#) (which is available on Our website) relevant to Your Programme;

form the contract between You and the University in relation to Your Programme (the **"Contract"**).

- 3.2 By entering into the Contract You agree to comply with all of the above documents. They are also important documents describing legal rights and responsibilities.
- 3.3 The Contract is created and formed when You accept the Offer.
- 3.4 Once You have accepted the Offer, the University will send You an email to confirm that You have accepted the Offer and have entered into the Contract with the University.
- 3.5 The Contract will end if:
- 3.5.1 You fail to complete Your studies within the maximum period of registration for Your Programme, as set out in the [Regulations](#) (opens new window);
  - 3.5.2 You exhaust the permitted number of attempts at a module (normally four: a first take and a Retake and in both instances You may have a Resubmission - see the "Number of attempts" section of the [Regulations](#) (opens new window)) and You are not permitted to continue study to achieve an Intermediate Exit Award (see the "Number of attempts" section of the [Regulations](#) (opens new window));
  - 3.5.3 You complete the Programme. The typical duration of Your Programme can be found in Your [Programme Specification](#) (opens new window). There is also a time limit within which You must complete Your Programme (see the "Maximum Period of Registration" section of the [Regulations](#) (opens new window));
  - 3.5.4 the University exercises Our right to cancel the Contract early if You breach it (see Clause 19); or
  - 3.5.5 You exercise Your right to cancel the Contract (see Clause 20).

#### 4. **APPLICATION AND ADMISSION**

- 4.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Clause 4.2, to secure your place on your Programme.
- 4.2 It is important that You provide accurate information in your application to study at the University. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.3 The University may withdraw or amend your Offer before You accept your Offer for the following reasons:
- 4.3.1 You fail to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check; and/or
  - 4.3.2 You fail to pass an occupational health check (subject to the University's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.4 If the University withdraws your application, Offer, or refuses to register You pursuant to these Terms and Conditions, the University reserves the right not to refund your application fee (if applicable).
- 4.5 To begin study on your Programme, you must:
- 4.5.1 register at the University by the registration date set for your Programme. If You do not register by the registration deadline, we reserve the right to refuse to register you and withdraw You from your Programme and any deposit paid by You shall not be refunded;

- 4.5.2 have paid any amounts that are due on registered (as outlined in the terms of your Offer); and
- 4.5.3 have supplied specific identity documents as set out in the terms of Your Offer.
- 4.6 Students who are not enrolled at the University cannot access the VLE or participate in assessments for any modules.
- 4.7 You must also register for each module of your Programme.
- 5. EQUALITY, DIVERSITY AND ADDITIONAL NEEDS**
- 5.1 The University is committed to promoting equal opportunities for all students and will comply with the Neurodiversity, Disability and Long-Term Health Policy.
- 5.2 You must co-operate with the University in promoting equal opportunities and avoiding unlawful discrimination.
- 6. OUR CORE OBLIGATIONS TO YOU**
- 6.1 The University will provide You with the teaching, assessment and other educational services as set out in Your [Programme Specification](#) (opens new window) and [Module descriptors](#) (opens new window) and in compliance with the detailed provisions in the [Regulations](#) (opens new window). Your [Programme Specification](#) (opens new window) includes award details, programme aims and structure, programme learning outcomes, and accreditation details.
- 6.2 Your Programme will be delivered by supported online learning via the VLE and in accordance with the [VLE Terms of Use](#) (opens new window).
- 6.3 The University will make its pastoral support, advice and guidance services available to You. Support services are an important element of the service universities provide to help their students achieve successful outcomes.
- 6.4 The University will award one or more certificates, diplomas or degrees as applicable to You if You meet the academic requirements for the completion of the Programme, as laid out in the [Regulations](#) (opens new window), provided that You or Your Employer sponsor have paid the Tuition Fees.
- 7. YOUR CORE OBLIGATIONS TO THE UNIVERSITY**
- 7.1 You agree to:
- 7.1.1 comply with these Terms and Conditions;
- 7.1.2 comply with our [Regulations](#) (opens new window), your [Programme Specification](#) (opens new window), the [Module descriptors](#) (opens new window) and our Policies and Procedures;
- 7.1.3 fulfil the academic requirements of your Programme, including but not limited to, engagement on the VLE, attendance at lectures, seminars and online classes, attendance at assessment and submission of assessments, and any such other teaching forums provided by us; and
- 7.1.4 keep your login details and password confidential and not share them with others.
- 8. CHANGES TO THE REGULATIONS**
- 8.1 During Your Programme, we may update and replace our [Regulations](#) (opens new window), and Policies and Procedures from time to time in order to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations, and/or where

changes are in the interests of students. Changes to the Regulations will be appropriately notified to students via email or the website. Such changes will not affect the content of Your Programme (see Clause 9 for provisions concerning changes to Programmes).

8.2 Any changes made under this Clause 8 will normally come into effect at the start of the next academic year. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible.

8.3 The updated 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.

## 9. **CHANGES TO PROGRAMMES**

9.1 Once You have accepted Your Offer, whilst we will use all reasonable efforts to deliver Your Programme as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on Your Programme circumstances may arise where we are required to make changes to Your Programme. Examples of "changes" include changes to the content or structure of Your Programme, or to method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):

9.1.1 where changes are in students' overall interests, for example because of developments in teaching practice, technology or new assessment methods;

9.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements, or other laws/regulations;

9.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

9.1.4 where the University decides for academic or operational reasons to revise the compulsory or optional modules that are available on Your Programme; and/or

9.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the [Programme Specification](#) (opens new window) and/or [Module descriptors](#) (opens new window).

9.2 The University is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave the University, take leave or are otherwise unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

## **Closure of Programmes**

9.3 Once You have accepted Your Offer, whilst we will use all reasonable efforts to deliver Your Programme in accordance with the Contract, circumstances may arise where we are required to close Your Programme. Examples of where Programme closure may be made or required are (without limitation):

9.3.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the University's staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;

- 9.3.2 if the Programme is withdrawn by a third-party awarding body or the government requires changes to be made;
  - 9.3.3 if there are an insufficient number of students registered on the Programme meaning the continued running of the Programme is financially unviable; or
  - 9.3.4 if there are unforeseen exceptional circumstances including a Force Majeure Event which affects our ability to deliver the Programme as expected.
- 9.4 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our [Student Protection Plan](#) (opens new window) and [Refund and Compensation Policy](#) (opens new window).

## **Consequences of changes to Programmes or closure of Programmes**

### **Changes to Programmes before enrolment**

- 9.5 If we have to change Your Programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to Your Programme (as against the commitments made in Your Offer and/or [Programme Specification](#) (opens new window) and as reasonably determined by us) before You enrol at the University, we shall bring the changes to Your attention as soon as possible and if You no longer wish to continue on the amended Programme, You may either:
- 9.5.1 terminate the Contract and/or withdraw Your application for the Programme without any liability to us for Tuition Fees and with the University issuing You with a full refund of any and all fees You have paid; or
  - 9.5.2 transfer to another Programme (if any) as may be offered by us for which You are qualified.

### **Changes to Programmes or closure of Programmes post enrolment**

- 9.6 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Clauses 9.1 and 9.3 above, the University will take all reasonable steps to minimise disruption to students (including where Your Programme is closed and the University is unable to complete delivery of Your Programme, using reasonable efforts to, with Your consent, transfer You to a new programme: (i) at the University for which You are qualified; or (ii) at an alternative higher education provider).
- 9.7 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the VLE.
- 9.8 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students (where appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 9.9 If we make substantial changes to Your Programme (as against the commitments made in Your Offer and/or [Programme Specification](#) (opens new window) and as reasonably determined by us) after You have enrolled and You are unhappy with the changes such that You no longer wish to continue to study on Your Programme, You must notify us of this in writing, following which we may offer You a suitable alternative Programme for which You are qualified (at no additional cost to You).



- 9.10 If You agree to transfer to an alternative programme as may be offered to You by the University (and for which You have the requisite qualifications), You will only be liable to pay the fees for the original programme for which You applied and which is no longer available to You.
- 9.11 If You are unhappy with the alternative Programme we offer You or we are unable to offer You a suitable alternative Programme, You may end Your Contract with immediate effect by giving Student Advice Team via [Student Central \(opens new window\)](#) notice by email here or in writing. The effect of terminating Your Contract is that You will not incur fees for the next or subsequent academic terms and You may be entitled to a full or partial refund of Tuition Fees You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to the University's [Refund and Compensation Policy \(opens new window\)](#)).
- 9.12 You should consider Your options carefully before terminating Your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete Your Programme with them. You may also want to consider other matters such as accommodation and travel costs.
- 9.13 Where You terminate Your Contract pursuant to this Clause 9, You may be entitled to compensation pursuant to the University's [Refund and Compensation Policy \(opens new window\)](#).
- 10. INTERRUPTION OF STUDIES AND TRANSFER OF YOUR STUDIES**
- 10.1 The University may require You to Interrupt Your Studies on a module or modules if this is reasonably considered necessary for Your or another's wellbeing, in line with the University's [Fitness to Study Procedure \(opens new window\)](#).
- 10.2 If You wish to transfer between higher education programmes at the University or between higher education providers, the "Changing Your programme" section of the [Regulations \(opens new window\)](#) and/or the [Student Transfer Policy \(opens new window\)](#) will apply.
- 10.3 If You wish to switch a module within Your Programme, the "Registration" section of the [Regulations \(opens new window\)](#) will apply. Changing Your modules once You have commenced them is not an automatic right and is at the discretion of the University (see the "Registration" section of the [Regulations](#)). You will be charged an administration fee of £75 if You change Your module once the semester has started.
- 10.4 If You wish to Interrupt Your Studies on a module or modules, the "Interruption of Study" section of the [Regulations \(opens new window\)](#) will apply. Please also refer to our Interruption of Studies Procedure ([opens new window](#)) for more information.
- 11. YOUR OBLIGATION TO PAY TUITION FEES**
- 11.1 You agree to pay the Tuition Fees as specified in Your Offer except where there is an agreement in place for Your Employer sponsor to pay Your fees.
- 11.2 Unless expressly stated otherwise in your Offer and/or Fee Schedule, you are required to pay your Tuition Fees for each semester either in advance or in instalments as agreed between You and the University. If you are a full-time student, you can choose to study up to a maximum of three modules per semester. If you are a part-time student, you can choose to study up to a maximum of two modules per semester. You will be liable for the appropriate Tuition Fees based on whether you are a full-time student or a part-time student.
- 11.3 Even if You plan to use student finance to pay the Tuition Fees, You remain ultimately personally liable for Your Tuition Fees to the University. If Your student loan does not cover all or part of the Tuition Fees then We will require You to pay them Yourself.
- 11.4 Tuition Fees are quoted and payable in pounds sterling (GBP) only.

- 11.5 Tuition Fees must be paid in the amounts and within the timescales outlined in Your Fee Schedule (which was provided with Your Offer).
- 11.6 All payments must be made using one of the University's advertised payment methods. The University accepts no responsibility for payment of tuition fees by direct bank transfer into the University's bank account.
- 11.7 The University's advertised payment methods can be found [here](#).
- 11.8 Tuition Fees are only refundable in line with the the University's [Refund and Compensation Policy](#) (opens new window).

### **Module Fee**

- 11.9 The Module Fee will remain the same as set out in Your Fee Schedule for the duration of Your Programme. Additional fees may fall due under Clauses 11.10 and 11.11.

### **Additional fees**

- 11.10 Additional fees, beyond the Module Fee for Your first attempt at a module outlined in the Fee Schedule, may be payable if:
  - 11.10.1 You decide to switch a module You are studying;
  - 11.10.2 You are required to Retake a module; or
  - 11.10.3 You Interrupt Your Studies on a module.
- 11.11 The additional fees will be as follows:
  - 11.11.1 If, after You have started a module, You decide to switch to study a different module in the same semester, the Module Fee for the original module that You have paid can be transferred to the new module. You will be charged an administrative fee of £75.
  - 11.11.2 You will not be charged for a Resubmission.
  - 11.11.3 If You fail and are required to Retake a module You will be charged the full Module Fee again.
  - 11.11.4 If You Interrupt Your Studies on a module no refund will be due. Regardless of the payment method chosen, full payment for tuition fees is required for the interrupted module. If You are paying via an instalment plan You must continue to make instalment payments for the interrupted module. If You return to study that module at the first available opportunity provided by the University, You will be charged 50% of the Module Fee when You return to study the module.
  - 11.11.5 If You Interrupt Your Studies on a module and do not return to study that module at the first available opportunity provided by the University You will be charged the full Module Fee again when You return to study the module.

## **12. WHAT WE MAY DO IF YOU FAIL TO PAY YOUR FEES**

- 12.1 If Your Tuition Fees are not paid to the University within three days of when they fall due under the Fee Schedule, or the agreed Payment Plan, We will contact You to request You pay this debt within seven days from the original due date.

- 12.2 If the outstanding amount is not paid by that time, then, taking into account any other relevant circumstances You put forward, We reserve the right to:
- 12.2.1 suspend Your access to the VLE until We receive payment of the outstanding amount; and/or
  - 12.2.2 prevent You from registering for any further modules with the University.
- 12.3 If You fail to pay Your outstanding Tuition Fees within a further 14 days (+21 days from original due date), or if You fail to comply with any agreed revised payment plan. We may also:
- 12.3.1 end the Contract (see Clause 19 below);
  - 12.3.2 revoke Your licence to use Programme Materials (see Clause 14), and/or
  - 12.3.3 bring legal action against You to recover the outstanding Tuition Fees. You must pay the University any reasonable legal costs We incur in doing so.
- 12.4 The University may not confer any award You may qualify for until all outstanding Tuition Fees related to that award have been paid in full.
13. **WHAT WE MAY DO IF YOUR EMPLOYER SPONSOR FAILS TO PAY YOUR TUITION FEES**
- 13.1 If Your Employer sponsor has not paid Your Tuition Fees to the University within the 30-day credit terms lapse (+31 days from invoice date). We may:
- 13.1.1 prevent You from registering for any further modules with the University; and/or
  - 13.1.2 not confer any award You may qualify for until all outstanding Tuition Fees related to that award have been paid in full.
- 13.2 If the outstanding amount is not paid by Your Employer sponsor within seven days (+38 days from invoice date) You and Your Employer sponsor will receive notification that We will withdraw Your VLE access unless payment is received within seven days (+45 days from invoice date).
- 13.3 If the outstanding amount is not paid by Your Employer sponsor within seven days (+45 days from invoice date) We will withdraw Your VLE access until the debt is paid.
14. **YOUR LICENCE TO USE PROGRAMME MATERIALS**
- 14.1 You will not own any IPR in any Programme Materials provided to You by the University.
- 14.2 The University grants to You a personal non-exclusive restricted licence to use the Programme Materials solely for Your own personal use as part of studying the Programme.
- 14.3 You may not share, loan, copy, reproduce or grant in any way any right or licence to use the Programme Materials to any third party and You must take reasonable steps to prevent any third party using Programme Materials.
15. **INTELLECTUAL PROPERTY RIGHTS**
- 15.1 Unless otherwise assigned and subject to Clause 15.2 below, where new IPR is created by You during the Contract, for example through a piece of assessment, the new IPR is retained by You.

- 15.2 There are specific situations in which the University may wish to have rights in Your IPR, as follows:
- 15.2.1 Where the University wishes to advance a collaborative arrangement You could be asked to sign an appropriate assignment agreement to protect Our legitimate interests as a party to the collaborative agreement.
- 15.2.2 Where the University agrees with You that Your work will be used as part of a further research publication produced by the University:
- (a) You will share joint ownership of Your IPR with the University by signing an appropriate assignment agreement to protect the University's legitimate interests in the further research publication.
- (b) Your work will be acknowledged in the further research publication.
- (c) If the University gains any income from the work, We will share any net income with You, by agreement.
- 15.3 Please see our [Intellectual Property Rights Policy](#) (opens new window) for more information.
16. **YOUR ACCESS TO AND USE OF THE UNIVERSITY'S WEBSITE, THE VLE, YOUR STUDENT EMAIL ADDRESS AND MICROSOFT OFFICE 365**
- 16.1 While the Contract is in effect, You will be granted access to Your own "@ube.ac.uk" email address and a version of Microsoft Office 365, with the ability to download Office.
- 16.2 You must only use these tools in an appropriate way, in accordance with the [Student Academic and Behavioural Conduct Policy](#) (opens new window). Any breaches of expected use or behaviour in the use of these tools may lead to disciplinary action or access being temporarily or permanently withdrawn.
- 16.3 You must also comply with any conditions imposed by Microsoft.
- 16.4 You are solely responsible for maintaining the confidentiality and security of Your Microsoft Office 365 account and usage of it including use of any unique login and the use of an Authenticator app.
- 16.5 The provision of Programme Materials via the University's website, the VLE and Microsoft Office 365 is dependent upon internet and third party connections which are out of the control of the University and the University does not warrant that the Website, VLE and associated services will be available continuously. However, the University will use its available resources and reasonable endeavours to keep downtime to a minimum.
- 16.6 To access Programme Materials and other information You must agree to and abide by the [VLE Terms of Use](#) (opens new window) and ensure that You have the equipment and capabilities set out on the [Online Learning section of the University's website \(opens new window\)](#).
- 16.7 After the Contract Commencement Date, the University will provide You with a password and user identity for the VLE to access information and Programme Materials. You are responsible for maintaining the confidentiality and security of Your online account and the Programme Materials, including any unique login details for the VLE.
17. **YOUR CONSUMER LAW RIGHTS**
- 17.1 As a consumer of services provided by the University You have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill or care. For further information You may go to the [Competition and Markets Authority website \(opens new window\)](#)

[window](#)). Students living in the UK may also visit their local Citizen's Advice Bureau or Trading Standards Office.

## 18. YOUR RIGHT TO RAISE COMPLAINTS

18.1 You may raise complaints with the University. The [Student Complaints Procedure \(opens new window\)](#) details how to raise a complaint and the procedure that will be followed if You raise a complaint. The [Student Complaints Procedure](#) forms part of the Contract.

18.2 If, after exhausting the 'University's complaints procedure, You are still not satisfied You should refer Your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#).'

## 19. OUR RIGHT TO END THE CONTRACT

19.1 The University may end the Contract at any time if You commit a serious material breach of Your obligations under the Contract and You fail to put that breach right within a reasonable time of Our asking You to do so. If a breach is very serious or cannot be put right We may end the Contract immediately.

19.2 Examples of a serious material breach include:

19.2.1 You or Your Employer sponsor fail to pay Your Fees as described in Clauses 12.2 and 13;

19.2.2 You fail to provide correct evidence of Your qualifications that matches the details of Your qualifications that have been provided on Your application within 4 weeks of the Programme start date;

19.2.3 You provide the University with incorrect information about Your qualifications or any other important information which You provided to Us on Your application;

19.2.4 You fail to meet the following requirements under the [Regulations](#): In that You:

- (a) exhaust all of the permitted attempts at a module and You are not permitted to achieve an Intermediate Exit Award;
- (b) exceed the maximum period of registration for the Programme or being unable to complete the remaining requirements of the programme within the maximum registration period;
- (c) do not engage with Your studies over two consecutive semesters and the Board of Examiners determining that Your Contract should end on the grounds of failure to engage with Your studies;
- (d) are determined as not fit to study by the University Fitness to Study Panel; and/or
- (e) commit an act that would, if committed by one of our employees, constitute a breach of the provisions of the Health and Safety at Work etc Act (1974).

19.2.5 You are found guilty of a serious disciplinary offence or academic misconduct offence as outlined in the [Student Academic and Behavioural Conduct Policy](#) (opens new window).

19.3 Subject to us complying with the [Regulations and Policies and Procedures](#) we may also cancel the Contract at any time with immediate effect by giving You written notice if:

19.3.1 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to You; or

- 19.3.2 a Force Majeure Event prevents us from providing your Programme for longer than one term or 16 weeks (whichever is shorter).
- 19.4 Notification of the end of Contract by the University and the reason for it will be provided in a clear written statement.
- 19.5 The University reserves the right to revoke any award in accordance with the [Regulations](#):
- 19.5.1 in the event of end of Contract following a disciplinary or academic misconduct offence that would have resulted in a decision not to grant an award, or
- 19.5.2 if the evidence shows that You did not meet the requirements for the award, or We discover any other information that would have resulted in a decision not to grant an award if these facts were known at the time the award was granted.
- 19.6 Any decision under this Clause is subject to Your right of appeal under the [Student Appeals Procedure](#) (opens new window). However, Our obligations to You under this Contract may be suspended pending the outcome of any such appeal.
- 19.7 If we terminate the Contract in accordance with this Clause 19, You may be charged pro rata Tuition Fees up to the date of termination. Further details are set out in the [Refund and Compensation Policy](#) (opens new window). We will invoice You for any outstanding Tuition Fees which will be payable within 14 days of the date of invoice. We will refund any Tuition Fees which You have overpaid (if, for example, You have paid Your Tuition Fees in advance) within 14 days of the date of termination.
- 19.8 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take examinations or proceed to any degree or award of the University.

## 20. YOUR RIGHT TO END THE CONTRACT

### New students' legal right to cancel the Contract

- 20.1 You have the right to cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of You accepting Your Offer without giving any reason ("**Cancellation Period**"). To exercise the right to cancel, You must inform the University of Your decision to cancel the Contract by a clear statement (e.g. via [Student Central \(opens new window\)](#) or a letter sent by post). You should exercise Your right to cancel by contacting the University at:
- Student Advice Team
- University of the Built Environment
- Horizons
- 60 Queen's Road
- Reading
- RG1 4BS
- 20.2 You may use the model cancellation form, available on the University's website, but it is not obligatory.
- 20.3 To meet the cancellation deadline, You must have notified the University and completed the withdrawal form as instructed by the University before the Cancellation Period has expired. If You cancel the Contract within the Cancellation Period, the University will reimburse all payments received from You without undue delay, and in any event not later than 14 days

after the day on which You inform the University of Your decision to cancel. Reimbursement will be made to the account from which You made payment, unless You have expressly agreed otherwise.

- 20.4 If You requested to start Your Programme during the Cancellation Period, You must pay the University an amount which is in proportion to the services You received since starting the Programme until You communicated to the University Your cancellation of the Contract.
- 20.5 If You want to cancel after this period, the provisions of Clause 20.7 will apply.
- 20.6 If You send Your notification of cancellation by post You are advised to obtain a proof of posting.

#### **New and existing students' additional rights to cancel the Contract**

- 20.7 Students may cancel their Contract and withdraw from the Programme at any time after the Cancellation Period by a clear written statement (e.g. via [Student Central \(opens new window\)](#) or a letter sent by post) sent to:

Student Advice Team  
University of the Built Environment  
Horizons  
60 Queen's Road  
Reading  
RG1 4BS

- 20.8 This will trigger a withdrawal form to be sent to You which You must complete for the withdrawal request to be processed. Withdrawal requests will not be processed without a completed withdrawal form. The date of withdrawal will be the date on which the withdrawal form is submitted (not the date of initial enquiry).
- 20.9 If You withdraw in this case the [Refund and Compensation Policy](#) (opens new window) and the [Regulations](#) (opens new window), in particular as regards Intermediate Exit Awards, will apply.
- 20.10 If You subsequently wish to apply to return, the [Regulations](#) (opens new window) will apply.

#### **Withdrawal charges if You cancel the Contract**

- 20.11 If You cancel the Contract within the Cancellation Period, we will reimburse any Tuition Fees paid including any deposit received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences (if applicable)).
- 20.12 If You withdraw from your Programme after the Cancellation Period, You will be liable for the following Tuition Fees:

<b>Withdrawal Date</b>	<b>Percentage of tuition fees refunded to You</b>
During the Cancellation Period	100% of total tuition fees
After the Cancellation Period up until the end of 4 weeks after the semester start date of your Course	80% of the semester's tuition fees
More than 4 weeks after the semester start date	No refund of tuition fees

- 20.13 For more information on your Tuition Fee liability if you cancel the Contract, please see our [Refund and Compensation Policy](#).

### **Recommencing study after withdrawing**

- 20.14 If You wish to recommence Your studies after cancelling the Contract and withdrawing from the Programme, the University does not guarantee You a place on the Programme, or any other programme of study with the University, or that the Programme will continue to be offered in the same form or at all. If You wish to re-join the Programme, You are required to re-apply to the University following the application process as published on the University website. Your record during Your original registration on the Programme will be taken into account in the application process. A new contract with the University will be entered into if a place is offered and You accept.

## **21. OUR LIABILITY TO YOU**

- 21.1 Nothing in the Contract shall operate to exclude or limit Our liability to You for:

- 21.1.1 death or personal injury caused by Our negligence;
- 21.1.2 fraud or fraudulent misrepresentation; or
- 21.1.3 any other liability which cannot be excluded or limited under applicable law, for example under section 57 of the Consumer Rights Act 2015.

- 21.2 The University will only be liable for loss or damage that is caused by and is a reasonably foreseeable result of the University breaching the Contract. This means loss or damage that is an obvious consequence of the University's breach of the Contract or loss or damage that was expressly contemplated by You and the University at the time of entering into the Contract.

- 21.3 The University shall not be liable and expressly excludes liability for:

- 21.3.1 any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University;
- 21.3.2 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;
- 21.3.3 any failure or delay, or for the consequences of any failure or delay, in performance of Our obligations under these Terms, if such failure or delay is due to a Force Majeure Event; and
- 21.3.4 any indirect or consequential losses including but not limited to lost profit or lost anticipated future earnings.



## 22. YOUR PERSONAL DATA

- 22.1 In this Clause 22, personal data has the meaning given in the General Data Protection Regulation (2016/679) Article 4.
- 22.2 You are required to confirm or update Your personal details twice a year, when requested by the University.
- 22.3 The University shall at all times when processing personal data relating to, or provided by, You:
- 22.3.1 comply with its obligations under the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any amendment or update to that legislation;
  - 22.3.2 comply with the [Our Data Protection Policy \(opens new window\)](#) and the [Privacy Notice for Students \(opens new window\)](#); and
  - 22.3.3 ensure that there are in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of personal data and to prevent accidental loss or destruction of, or damage to, personal data.

## 23. CONFIDENTIALITY

- 23.1 The University shall at all times keep confidential any special categories of personal data (as defined in the General Data Protection Regulation (2016/679) Article 9) that it may hold about You which is provided on a confidential basis to the University, such as information regarding disability or wellbeing issues, which enables the University to provide support as part of its obligations to You. The University will only share such special categories of personal data with explicit consent or as required by applicable law or regulations.
- 23.2 You must keep information confidential when it is provided on a confidential basis between You and the University, for example in relation to when a student is undergoing a disciplinary or academic misconduct matter, or when a complaint against a member of staff is being investigated.

## 24. FORCE MAJEURE

- 24.1 We will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond the University's reasonable control ("**Force Majeure Event**"). Such events may include:
- 24.1.1 acts of God;
  - 24.1.2 strikes, lockouts or other industrial action or disputes involving our workforce or any other party;
  - 24.1.3 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
  - 24.1.4 the imposition of restrictions and sanctions;
  - 24.1.5 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
  - 24.1.6 breakdown of plant or machinery;
  - 24.1.7 actions or the lack of suppliers or subcontractors;
  - 24.1.8 staff illness or because a staff member leaves; or

- 24.1.9 weather disruption, fire, flood, storm.
- 24.2 If a Force Majeure Event results in the complete inability to deliver Your Programme for a continued period of six weeks or more then You will be entitled to:
- 24.2.1 defer Your Programme, if You have not yet enrolled on to Your Programme;
- 24.2.2 interrupt Your studies, if You are currently enrolled on Your Programme; or
- 24.2.3 terminate Your Contract with immediate effect by contacting the Student Advice Team via [Student Central \(opens new window\)](#) in writing.
- 24.3 Should You terminate Your Contract pursuant to Clause 24.2, You will have no liability for the next or subsequent academic terms and You may be entitled to a full or partial refund of Tuition Fees You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our [Refund and Compensation Policy](#)).
- 24.4 Where You terminate Your Contract pursuant to this Clause 24, You may be entitled to compensation pursuant to our [Refund and Compensation Policy](#).
- 24.5 You should consider Your options carefully before terminating Your Contract, for example whether You are able to transfer any existing academic credits to an alternative programme at the University or an alternative higher education institution and You may wish to contact the Student Advice Team via [Student Central \(opens new window\)](#) to discuss this.
25. **GENERAL**
- 25.1 The Contract is between You and the University. No other person has any right to enforce any of its terms.
- 25.2 If the University delays in taking any step against You in respect of Your breaking the Contract, that will not mean that You do not have to act as the Contract requires, and it will not prevent Us taking steps against You at a later date.
- 25.3 If any of the terms of the Contract are found by a court or any other relevant authority to be unlawful or unenforceable, the remaining terms of the Contract will remain in full force and effect. Each of the terms of the Contract operates separately.
- 25.4 The Contract is governed by English law and You or the University can bring legal proceedings in respect of the Contract in the English courts only.