

**University of Hertfordshire**  
**Key Facts document**  
**For entry in our 2016/17**  
**academic year**

(Academic Year – 1<sup>st</sup> August 2016 to 31<sup>st</sup> July 2017)

## 1 Introduction

This document is intended to provide you with some key facts about the relationship that you will have with us (the University of Hertfordshire) if you decide to accept our offer of a place for entry in our 2016/17 academic year. You should therefore read this document carefully before you accept our offer.

## 2 Joining our student community

As a student of the University of Hertfordshire you will become a member of a community which enjoys many rights and privileges. You will also be expected to accept a number of responsibilities in the interests of the community as a whole. These rights and responsibilities form part of the contractual relationship that will exist between us.

The special ongoing nature of the relationship between you and us makes it impractical to set out the terms of the contract in their entirety in a single place. You can however find the main terms of your contract to study with us in the following places:

- Your **Offer** and its accompanying documents (including this **Key Facts** document, the **About your course** factsheet, the **Programme Specification** and the **Fees and Finance Policy**)
- Our **University Policies and Regulations** or “UPRs” (see Section 3 below)
- Any **“local” policies** that apply to your particular circumstances or to your particular course of studies (which will normally be provided to you by your School of Study); for example Fitness to Practise policies if you are on a course that leads to a professional qualification. If this applies to your course this will be included within the **About your course** factsheet.
- Our **prospectus** relating to your course or studies (which you can find at [www.herts.ac.uk/apply/request-a-prospectus](http://www.herts.ac.uk/apply/request-a-prospectus))
- Any other specific **agreements** that you may enter into with us in relation to your course (for example, in relation to intellectual property)
- The specific **declaration** you make when you complete our online registration process (see Section 9 below)

Please bear in mind though that our prospectuses are published a long time in advance of offers being made, to provide information to potential students as early as possible. Their content is therefore subject to correction and update. A list of corrections and updates is maintained on our web site at <http://www.herts.ac.uk/apply>, so please check this list before accepting your offer. Despite our best efforts, there may still be an occasional inconsistency between something in our prospectus and something in your **Offer**, this **Key Facts** document and/or the **Fees and Finance Policy**. If so, the correct version is what is contained in these last three documents.

## 3 The UPRs

We publish our principal policies and regulations in a series of documents called UPRs. They cover all aspects of our activities. A number of our UPRs relate specifically to our students and to the wider academic community. The areas covered include, but are not limited to, academic quality and standards, assessment and examination, confidentiality, data protection, intellectual property, IT security, equality and diversity, freedom of speech, and student complaints and discipline.

UPRs are reviewed regularly, for example, in light of student or staff feedback, changes in the law or in practice within the Higher Education sector. When a new or revised UPR is issued it will include a statement about the date from which it will become effective, at which point it will apply in that form to all members of our community.

You can find our UPRs at [www.herts.ac.uk/upr](http://www.herts.ac.uk/upr).

## 4 [Your education](#)

Our goal is to ensure that you are taught, supervised, assessed and supported by staff who are appropriately qualified and experienced, taking into account your needs, the needs of other students and the nature of your course. We will use every reasonable effort to provide your educational and other related services in the manner and to the standards set out in our prospectuses, on our web site, and in our other published materials. We recognise that you expect to receive the educational service you are paying for. However, we cannot make an absolute commitment to provide our services at all times in this manner and to these standards because, for instance, there may be circumstances outside our reasonable control which have a detrimental effect on how we provide our services to you. These could include, by way of example, industrial action (including by members of our own staff), civil commotion, severe weather conditions, changes in the law and/or actions taken by a government or public authority, damage or destruction to our buildings or facilities, failures by our suppliers or sub-contractors, or interruption or failure of utility services. If circumstances such as these arise, we will use every reasonable effort to minimise any disruption to you.

## 5 [The Programme Specification and About your course factsheet](#)

The Programme Specification contains important detailed information relating to the course you have chosen to study. The **About your course** factsheet supplements the Programme Specification and highlights other important information about your course. However, please note that the **Programme Specification** which accompanies your **Offer** relates to the current academic year. The **Programme Specification** for your first year of study has not yet been finalised because it is part of our process whereby we constantly seek to improve our academic provision and take on board feedback from students and other stakeholders. The **Programme Specification** for your first academic year will be made available to you before you register with us for the first time (see Section 9). We expect that your first year **Programme Specification** will be similar to that for the current academic year.

## 6 [Changes to your course or modules](#)

Although it is never something we do lightly, we may in certain circumstances make changes to the advertised content or structure or methods of delivery of your course or individual modules after you have accepted your offer, which may in certain cases include discontinuing a module. We cannot cover here every possible example of when we might decide to do so, but in normal circumstances it would only be for one or more of the following reasons:

- to reflect changes to the theory in an area of research or practices around the subject or its delivery
- to improve a course or a module (for example, to take account of feedback from students)
- to safeguard academic standards
- to comply with the requirements of an external professional, commissioning or accrediting body (for example, a requirement that certain course content be added, changed or removed or that a particular module is discontinued or included)
- to comply with legal, regulatory or governmental requirements
- where insufficient students have chosen an optional module making it unviable or where a member of staff whose expertise was required to run it is no longer available
- where the change results from other circumstances outside our reasonable control (for example, an external provider no longer being available to contribute to the course or a module)

If we decide to make a change before you have registered on the course for the first time, we will inform you as soon as reasonably practicable so that you can decide whether or not you still wish to study with us. If as a consequence you decide not to study with us, we will refund any tuition fees and/or deposit that you have paid in advance in respect of the course in question. For further details regarding our refund policy please see our **Fees and Finance Policy**.

If we decide to make a change after you have registered, we will similarly inform you as soon as reasonably practicable, and we will also use every reasonable effort to minimise any adverse effect it

may have on you. If in spite of our efforts the change is likely to have a serious adverse effect on you (for example, by prejudicing your future choice of career), we will try to find you a suitable alternative course or module with us or (if you prefer) we will try to suggest a suitable alternative course with another education provider. If you change course or module in these circumstances (or simply withdraw from your course), any entitlement you may have to a refund in tuition fees you have already paid will be determined in accordance with our ***Fees and Finance Policy***.

In the case of a material change to a course or module, we will also in appropriate circumstances try to consult with student representatives with a view to identifying options for, and minimising any adverse effect on, affected students.

Some optional modules may have capacity issues and therefore we may not be able to guarantee you a place on your first choice.

## **7**      **Discontinuing your course**

Sometimes we can only run an advertised course if certain conditions are fulfilled – for example, that sufficient students accept offers to make the course financially viable to run, or that the course is accredited or validated (i.e. officially approved) in time for the start of the academic year. Your ***About your course*** factsheet will set out any conditions that apply to your course. If the conditions are not fulfilled and we cancel your course before the start of your studies, we will inform you as soon as reasonably practicable and we will refund you any tuition fees or deposit you may have paid in advance. Where practical, we will also try to find you a suitable alternative course with us or offer you the opportunity to defer your entry to a subsequent intake.

In exceptional circumstances, we may have to merge or even discontinue your course once you have started your studies (and before you have completed them), for one or more of the following reasons:

- to comply with legal, regulatory or governmental requirements
- where accreditation or validation of the course is withdrawn
- where a commissioning or sponsoring body which we rely on for the financial or other viability of the course withdraws its support or its allocation of places and/or funding for the course (for example, an NHS authority in respect of certain nursing courses)
- in other circumstances outside our reasonable control which make it impossible or prohibitively impractical to continue the course

If we decide to merge or discontinue your course in these circumstances, we will inform you as soon as reasonably practicable and we will use every reasonable effort to minimise the impact it has on you. Where appropriate, we will try to find you a suitable alternative course with us or (if you prefer) we will try to suggest a suitable alternative course with another education provider. If you do transfer to another education provider in these circumstances, we will co-operate with your new provider in respect of any transfer of credit/ academic progress. If you do not transfer to an alternative course either with us or with another provider, we will keep a record of your credit/academic progress in case you return to higher education in the future. Any entitlement you may have to a refund in tuition fees you have already paid will be determined in accordance with our ***Fees and Finance Policy***.

## **8**      **Place of Study**

We have two campuses in Hatfield, which are only a short distance apart, and serviced by a shuttle bus. Where a course is advertised as being delivered at the University of Hertfordshire in Hatfield it may mean either our College Lane or De Havilland campuses, and even if a course is advertised as being delivered at one of these campuses we reserve the right to switch its delivery to the other campus.

If you are studying with one of our Consortium Colleges please see Section 16 below.

## 9 Registration

Before beginning your course, you will need to formally register with us as a student. As part of this process you will be sent a link to complete the first stage of registration online. This will include a Registration Declaration, the current version of which you can see at [www.herts.ac.uk/apply](http://www.herts.ac.uk/apply) (but which may be updated in future years). This is the stage at which, amongst other things, you confirm your commitment to pay your tuition fees and any other course-related fees by the dates they are due. This is not however a new contract that you enter into with us; it is part of the same contract you entered into when you accepted our offer. You will also have to register at the start of each academic year of your course, but again this is not a new contract that you will be entering into with us each year; it forms part of the same overall contract with us.

## 10 Pre-study/pre-placement checks

After registration, and regardless of any certificate of English proficiency that you might hold, if your first language is not English you may be tested on your English when you arrive at the University. If your result is deemed insufficient for the course for which you have registered, you will either be required to attend extra English classes or other assistance with the language will be offered to you. As a last resort we reserve the right to withdraw you from your course if we do not believe your English will be good enough, in which case if we have sponsored your entry into the UK you will also have to return home.

If you have accepted an offer for certain courses (predominantly in health and education) we will need to carry out Occupational Health checks and Enhanced Disclosure and Barring Service (DBS) screening. These may be done prior to registration, upon your arrival at the University, but may alternatively or additionally be done before you start your placement (for example in a hospital).

If as a result of checks and/or screening carried out before registration you are not eligible to register on the course, we will make every reasonable effort to transfer you to another appropriate course that does not require these checks and/or screening. If however we cannot find another appropriate course, you will not be permitted to register and we will refund any tuition fees (less any non-refundable deposit) that you have paid in advance in respect of the course. If you are an International student (as defined in Section 17) you will also be required under the terms of your visa to return home: any tuition fees you have paid in respect of the course (less any non-refundable deposit) will be returned to the originating bank account.

If as a result of checks and/or screening carried out before you start a placement you are not eligible to participate in the placement, you may not be able to remain on your course. In these circumstances, we will similarly make every reasonable effort to transfer you to another appropriate course that does not require these checks and/or screening. If however we cannot find another appropriate course, you may ultimately have to leave the University in which case, if you are an International student, you will also be required to return home.

It is therefore imperative that you declare, when applying, any information you are asked for that may jeopardise your successful placement, i.e. a current or previous criminal conviction or underlying health condition. If you have any concerns please contact us at [ask@herts.ac.uk](mailto:ask@herts.ac.uk).

## 11 Fees

You can find detailed information about your tuition fees, including how much they will be and when they are due, in the **Fees and Finance Policy**. This document is updated for each academic year and then applies in its updated form to all members of our community (although any increases in your fees will, provided you remain on the same course, be governed by the **Fees and Finance Policy** that applied to the year set out in Section 1).

The **About your course** factsheet also contains information about any additional course-specific costs that you may have to pay (for example, for specialist equipment such as art supplies or laboratory overalls, or for contributions to field trips).

If we have not yet set the fees for the first year of your course (for example, because you are applying for admission very early in the academic cycle), we will let you know exactly how much they will be as soon as we can. In the meantime we will try wherever possible to give you an indication of what the first year fees are likely to be, but we would still advise you not to make any firm commitment to join us (such as by giving notice to your employer or buying/renting a property in Hatfield) until you know what they are and you are happy with them. Of course, if you no longer wish to study with us after we have informed you how much your first year fees will be, you are under no obligation to do so,

## 12 Data Protection

We hold and process personal information about individual students including some sensitive personal information. Further details about how we process the information can be found at [www.herts.ac.uk/legal/freedom-of-information-data-protection/data-protection](http://www.herts.ac.uk/legal/freedom-of-information-data-protection/data-protection). Please take the time to read these pages, as it is important to us that you are comfortable about how we will use your personal information.

## 13 Intellectual Property ("IP")

We value and respect the IP that our students create. Undergraduate and taught master's students generally retain ownership of their own IP unless they agree otherwise (for example, in return for being given the opportunity to take part in a project sponsored by a commercial partner where the partner wishes to own the resulting IP).

Research students are normally expected to assign to us the IP they create in the course of their studies and/or research, in return for being potentially entitled to share in some of the benefit we receive from any exploitation of this IP. Where a research student declares in their acceptance of our offer that they are prevented by an existing agreement with someone else (such as an employer) from assigning this IP to us, we reserve the right to ask them for a copy of this agreement and/or for other written evidence that they are not able to assign the IP to us. If we are not satisfied with the reasons for and effect of their declaration and/or with the evidence they provide, we reserve the right not to accept them for registration (called "enrolment" for research students), or only to accept them for registration on the basis that we are able to reach agreement with the other person as to our rights of ownership and/or use of the IP concerned.

The above is necessarily only a summary of a complex issue. Full details about our policy on IP can be found in UPR CA04.

## 14 Complaints

Our aim is to provide an excellent service to all our applicants and students. We recognise that occasionally things do go wrong and if, for whatever reason, you are unhappy with any aspect of our relationship with you, you can raise it with us either as a complaint or less formally.

If you are an applicant and wish to request a review of a decision on whether you satisfy the general principles of admission and the entry requirements of the course you have applied for, you should follow the procedure set out in our UPR SA02 (for prospective research students) or UPR SA03 (all other prospective students). UPR SA02 and UPR SA03 describe the further steps that you might take if you remain dissatisfied with the outcome of this review. You should raise the matter in the first instance with the Head of the Student Centre by emailing [ask@herts.ac.uk](mailto:ask@herts.ac.uk).

We have an established process for dealing with complaints from applicants in cases where other issues have arisen during the recruitment and admissions process. This is set out in UPR SA16 which also provides information on where you can obtain help and guidance. Complaints should be lodged with the Head of the Student Centre by emailing [ask@herts.ac.uk](mailto:ask@herts.ac.uk) in the first instance. UPR



SA16 describes the further steps that you might take if you remain dissatisfied with the outcome of the process.

Once you become a student with us, you may raise a complaint, either informally or formally, using the procedure set out in UPR SA16. A complaint may be about an academic or non-academic issue and the nature of the complaint will determine the person with whom you should raise the matter. You can obtain advice on where your complaint should be directed from the Student Procedures Coordinator by emailing [studentprocedures@herts.ac.uk](mailto:studentprocedures@herts.ac.uk)

UPR SA16 describes the further steps that you might take if you remain dissatisfied with the outcome of the process. If you remain dissatisfied at the conclusion of our internal process you can contact the Office of the Independent Adjudicator (OIA) whose details are available at [www.oiahe.org.uk](http://www.oiahe.org.uk). The OIA offers a free independent scheme which reviews student complaints against Higher Education providers. However, the OIA will normally expect students to have completed the entire internal process operated by their Higher Education provider before applying to the OIA for a review.

## 15 [Hertfordshire Students' Union](#)

As a student with us, you will be entitled to be a member of the Hertfordshire Students' Union. The Students' Union is a registered charity in its own right, overseen by a Board of Trustees who are mostly elected by students. It can provide you with advice and support on a wide range of matters, including housing, debt and hardship, appeals and complaints. On a less serious note, it is a hub of university life on our College Lane campus, with bars, regular live music and events throughout the year. You can find out more about the Students' Union at <http://hertfordshire.su/>.

## 16 [Consortium College students](#)

If your course is advertised as being run at one of our Consortium Colleges (see <http://www.herts.ac.uk/apply/schools-of-study/hertfordshire-higher-education-consortium>), this means that it is still our course but is being delivered on our behalf by the College. So Sections 4, 6 and 7 above, for example, still apply, and you will generally have the same right to access and use our facilities as other students of the University, upon the same terms and conditions. However, we cannot guarantee that your course will necessarily always be delivered at that particular College (or at a particular site of that College). For example, the College might decide that it no longer wishes to run the course on our behalf, in these circumstances we would use every reasonable effort to try to minimise any disruption to you (for example, by trying to arrange for you to continue the course at the next closest Consortium College), but we do ultimately need to reserve the right to transfer the delivery of the course to any other Consortium College (at any of their sites) or to run it at one of our campuses in Hatfield.

If your course is advertised as being delivered at one of our Consortium Colleges, you will also have to register as a student with the College where you are studying and agree to their registration terms and conditions; they will be able to provide details of what this involves on request.

If you have a complaint regarding your studies at one of our Consortium Colleges you will need to follow their complaints process. Following their final decision, you can in the case of a complaint of an academic nature ask for their decision to be reviewed by the Vice Chancellor of the University, whose own decision will be binding. In the case of a complaint of a non-academic nature, you can ask for a procedural review by the Vice Chancellor of the College's handling of the complaint, but the Vice Chancellor will act only in an advisory capacity to the College and will not be able to overturn their final decision. You can find further details of these processes in UPR SA16.

## 17 [Students with time limited visas](#)

If you are intending to study with us and have a time limited visa we may consider you to be an International student depending on the terms of your visa. By "International" we mean that you are obliged to pay your tuition fees at the overseas rather than the home rate (for details of which please see the **Fees and Finance Policy**).

It is your responsibility to obtain and maintain appropriate immigration permission to enter and remain in the UK for the purposes of your course. You must comply with all applicable UK Visa and Immigration regulations. We will contact the UK Home Office and/or other Government agencies to resolve any queries on your immigration status and history.

If we have sponsored your entry into the UK we are obliged as a Tier 4 sponsor to report changes in your circumstances to the UK Home Office and/or other Government agencies. As a result of reporting such changes, we may be obliged to withdraw our sponsorship in which case you will not be able to continue on your course and you will have to leave the country. You must also comply with the specific responsibilities that, as the holder of a Tier 4 student visa, you will owe us. Full details of these responsibilities will be provided to you once you have registered.

If you have used one of our overseas representatives to assist with your application, then unless you notify us in writing that you do not want us to do so, we may disclose to the representative personal information about you which relates to your application.

## **18**     Information you provide in your application

It is very important that the information you provide as part of your application is totally accurate, to the best of your knowledge and belief. It is equally important that you do not withhold any information we have asked for which could be relevant to our decision on whether to offer you a place with us. If we become aware, either during your application or once you become a student, that you have provided information that is not accurate, or have not disclosed relevant information, we reserve the right (as applicable) to withdraw any offer we have made you, or not to allow you to register or to continue on your course. We also reserve the right both before and after you join us, to require you to produce originals of your qualifications/certificates for verification.

## **19**     Deferring your place

In most cases we are happy to consider applications for deferred entry into later academic years than the year set out in Section 1. If we make you an offer for deferred entry, the documents that accompany your **Offer** will relate to entry into the academic year set out in Section 1. However, where relevant, these documents will also apply to you until such time as we send you the updated documents which will apply for your year of entry. We will normally do this in the course of the academic year before you commence your studies. If at that point you decide you no longer wish to study with us, we will refund any tuition fees (less any non-refundable deposit) that you have paid in advance in respect of the course in question.

If you wish to defer taking up your place once you have accepted your offer for entry into a particular year, you must request this in writing to [ask@herts.ac.uk](mailto:ask@herts.ac.uk). We will give your request all due consideration but cannot guarantee that we will be able to agree to it. If we do agree to it, the same process will then apply regarding updated documents as set out in the paragraph immediately above this one.

## **20**     Third party rights

Our contractual relationship with you is just between you and us. No other person shall have the right to enforce any of the terms of this contract

## **21.**     Changing this Key Facts document

We reserve the right to make changes to this **Key Facts** document, even after you have accepted an offer, for one or more of the following reasons: to comply with a change in the law or in government requirements or policy; to take account of a decision or ruling of a court or similar body; or to comply with any requirements, policies or guidance of a regulatory or similar body (such as the Higher Education Funding Council for England, the Quality Assurance Agency for Higher Education, or the Information Commissioner's Office). We will inform you of any changes to this **Key Facts** document



as soon as reasonably practicable and we will use every reasonable effort to minimise any adverse effect that a change may have on you. Please note that this **Key Facts** document (except as described in Section 19) applies only to students commencing study with us in the academic year set out in Section 1; a different **Key Facts** document may apply to students commencing study in subsequent years.

## 22 Governing law

Our relationship with you is governed by English law and is subject to the non-exclusive jurisdiction of the English courts.

## 23 Changing your mind and your cancellation rights

If you accept an offer of a place with us, we naturally hope that you will remain with us until the end of your course. We appreciate however that there may be circumstances when you change your mind about studying with us after accepting an offer, or when you want to withdraw early from your course after you have joined us.

If you withdraw early from your course, your liability for unpaid tuition fees and/or your entitlement to a refund of paid fees generally depends upon the date when you withdraw in the relevant academic year. Full details of this can be found in the **Fees and Finance Policy**.

In addition, you have a specific cancellation right which is given to you by law if you accept our offer of a place, as set out under sub-sections (a), (b) and (c) below:

### (a) Right to cancel

If for any reason you change your mind about joining us after you have accepted our offer (which is the point when your contract to study with us is formed), you have a legal right to cancel your contract for a period of **14 days** starting on the day after you accepted our offer. To exercise this right to cancel, you must inform us of your decision to cancel by way of any clear statement (e.g. a letter sent by post or e-mail). You may use the PDF model cancellation form on the final page of this document, which is what we have to make available to you, but it is not obligatory. You may find it more convenient to fill in and submit our online version of this form at <http://www.herts.ac.uk/about-us/legal/cancellation-form>; if you use this option, we will acknowledge receipt of your cancellation by e-mail without delay. 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.

### (b) Effect of cancellation

If you cancel your contract in accordance with the previous sub-section, we will reimburse to you all payments received from you in respect of the cancelled contract. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about 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 with us otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### (c) Starting your course before the end of the cancellation period

Notwithstanding the above, if you ask us to let you start your course before the end of the cancellation period: (a) you will lose your cancellation right if your course completely finishes within the cancellation period and you had acknowledged that you would lose that right in these circumstances; and/or (b) you will retain your cancellation right if your course does not completely finish within the cancellation period, but you will have to pay us for what you have received until the time we were informed of your decision to cancel, calculated on the basis of the value of what you have received in relation to what you would have had to pay for your course as a whole if you had not cancelled.

**University of Hertfordshire Higher Education Corporation. A Higher Education Corporation under the Education Reform Act 1988, a degree-awarding university under the Further and Higher Education Act 1992, and an exempt charity. VAT number: 539959672. Principal address: College Lane, Hatfield, Hertfordshire, AL10 9AB, United Kingdom. Telephone Number (main switchboard): +44(0)1707 284000. Fax (main switchboard): +44 (0)1707 284115. E-mail (main switchboard): [ask@herts.ac.uk](mailto:ask@herts.ac.uk). ]**

## Cancellation Form

To: Cancellations Team (Academic Registry), University of Hertfordshire, College Lane, Hatfield, AL10 9AB, United Kingdom (e-mail: [cancellations@herts.ac.uk](mailto:cancellations@herts.ac.uk)):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*]:

Ordered on [\*/received on [\*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

[\*] Delete as appropriate