

## **University of South Wales (“USW”): Admissions Terms and Conditions for Students studying at USW Pathway College Ltd**

Please ensure that you have read and understood the Terms and Conditions below before accepting your offer. It is only after accepting both the Terms and Conditions and your offer that we will issue you with a final Confirmation of Acceptance for Studies (CAS) statement – which is necessary if you need to make a Student Route student visa application.

### **1. Pre-enrolment**

When you accept the offer of a place at USW for your course delivered by USW Pathway College Ltd, a “Pre-enrolment Contract” on the terms set out below and specified in the Offer Email is formed between you and USW.

Your Pre-enrolment Contract reserves you a place on your course and gives you the opportunity to enrol if you meet the terms of your offer, your entry requirements and any other special requirements in the Offer Email.

You have a statutory right to cancel your Pre-enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at USW or USW Pathway College Ltd.

Your Pre-enrolment Contract expires upon enrolment at USW (for your course delivered by USW Pathway College Ltd). Upon Enrolment, you will become a student of USW and the relationship between the parties will be governed by the USW’s Enrolment Terms and Conditions, which are available on USW’s website: [here](#).

### **2. Visa applications**

All students who are subject to Immigration Control must check the University’s information on visas and immigration details which can be found [here](#). This information includes a complete guide on how to make a Student Route visa application, if you need to do so. You have total responsibility to ensure that you provide correct and valid documentation for any visa application. You must also ensure that you make any visa application in sufficient time for you to receive your visa and to travel to the UK before the latest date at which you are allowed to enrol. If your CAS statement is not used by the end of the given enrolment period, then it will be withdrawn. You can check visa application times for your country at your local British Embassy or High Commission.

If you fail to make a visa application in time or you provide invalid, factually incorrect or inaccurate documentation in a visa application you may lose the deposit you paid to the University. If your visa application is refused by the UK Visas and Immigration (UKVI), deposit refunds will only be considered once you have submitted evidence of your full visa refusal

notification within 20 days of the date of refusal, to allow the University to explore the possibility of an Admin Review (AR).

The table below outlines the deposit fee refund policy:

<b>Reason for refund</b>	<b>Amount of refund</b>
Course or offer is withdrawn or changed substantially by USW	Full refund
Refund request made after a CAS is issued but not used	Refund minus the admin fee of £200
Visa refusal notification received, and you have worked with USW to make an AR, but the outcome was unsuccessful	Full refund if it is not possible for you to defer to the next intake/you do not wish to defer
Visa refusal notification received but no engagement on applicant's part with the Admin Review process or you fail to notify USW in good time about your visa refusal (notification of visa refusal and refusal documentation must be supplied to the Enquiries and Admissions team no later than 20 days after the date of refusal)	Refund minus a £1000 admin fee
Visa refusal received due to fraudulent documents/deception or fraudulent documents/deception presented to USW.	No refund
Visa refusal received on the grounds of unsuitable documents that differ from those provided at the point of CAS application and were not verified as suitable by USW via the CAS Shield platform.	Refund minus a £1000 admin fee
As a low risk applicant, you are asked by UKVI to provide your documents and either fail to provide them, or do not have them checked by USW and receive a visa refusal.	Refund minus a £1000 admin fee
You cancel your application after securing a visa and travelling to the UK, within 14 days of the start of your course	No refund without evidence of returning to your home country / £500 admin fee if appropriate evidence is provided
You cancel your application after securing a visa but before travelling to the UK	Refund minus the admin fee of £500 upon providing evidence your visa has been cancelled

**Therefore, by accepting these Terms & Conditions, you are confirming that you have read the information on visas and immigration and understand that:**

- It is your responsibility to check if you need a visa to study in the UK and any restrictions that may be in place due to the Covid-19 pandemic, as well as any travel restrictions or quarantine requirements
- All documentation you use in a visa application must be valid and true
- You must make a visa application in time for you to travel to the UK and enrol on your course before the last date you are given for enrolment

### **3. University Accommodation**

- It is your responsibility to make sure that you arrange your own [accommodation](#).
- It is important to note that if you apply to stay in University accommodation and you need a visa to study in the UK, you will need to provide a copy of your visa to Accommodation Services before they can allocate you a room.
- Due to the Covid-19 pandemic additional terms and rules may apply to your accommodation and you are advised to review any accommodation terms carefully.

### **4. Provision of Courses and Services**

The start and end date for your USW course (delivered by USW Pathway College Ltd) is set out in your Offer letter and CAS statement. Please note that the end date stated is provisional and you must ensure that you check your end date with your faculty before making travel arrangements to return to your home country.

The prospectuses, the International Student Guide and other marketing collateral are produced at the earliest possible date to provide maximum assistance to prospective applicants. Their contents, together with information provided to prospective applicants on our website, in open days etc (together "Course Information") has been put together conscientiously and USW and USW Pathway College Ltd endeavours to ensure that the Course Information is as accurate as possible at the point of delivery.

It is possible that certain courses referred to in the Course Information (and/or in the Offer letter) may be subject to change for the following principal reasons:

#### **(a) Covid-19 Pandemic: Concerns of Health and Safety and Well being**

The health and safety and wellbeing of our staff and students is paramount to USW. The ongoing impact of the Covid-19 pandemic means that USW has made and may continue to make changes to the way it delivers courses and services for the academic year

2021/2022 and those courses due to start in early 2022. Due to the pandemic and its changing nature USW and USW Pathway College Ltd may need to make such changes on short notice. The methods and activities adopted by USW and USW Pathway College Ltd for the coming year may differ from those previously published or advertised. USW and USW Pathway College Ltd reserve the right to make further changes through the course of the programme of study if such change is considered necessary or advised due to issues of Public Health, health and safety and wellbeing, or in response to Government Guidelines. Whilst USW will use its reasonable endeavours to minimise the impact of any such changes on your overall learning experience it cannot guarantee that your programme of study or overall learning experience will not be changed.

For the academic year 2021/2022 and courses beginning in early 2022, USW may continue to deliver programmes of study in a blended format; with some of the teaching and learning being delivered digitally, and where it is safe to do so, some teaching and learning being delivered in person, but only for small groups and seminars where they can happen safely and where social distancing can be fully observed.

Information provided by USW and USW Pathway College Ltd about how its courses or services have been or may be changed or altered due to the Covid-19 pandemic is available on the USW website at <https://www.southwales.ac.uk/apply/blended-learning/> and USW and USW Pathway College Ltd will use all reasonable endeavours to inform you at the earliest opportunity about changes that may impact you.

#### (b) Withdrawal

Some courses require a minimum number of students in order to ensure a good student experience. Where a low number of students have shown interest or accepted offers, USW or USW Pathway College Ltd may contact those applicants who have accepted an offer for the relevant course and discuss with them possible alternative options including transferring to another course. In limited cases, USW or and USW Pathway College Ltd may decide to withdraw the course.

#### (c) Changes to Course content

In other circumstances (for example those listed below) it is possible that course content and/or delivery will need to change prior to your commencing the course:

- a. to make updates to Courses to reflect best practice or new academic developments;
- b. to refresh Course curricula to ensure they are up to date for the benefit of students;
- c. to improve and enhance students' experience of a course;
- d. to incorporate changes arising from student feedback for the benefit of students;
- e. to meet external, professional or accrediting body requirements;
- f. to safeguard academic stands, for example, in respond to external examiner feedback.

(d) Changes to logistics/ personnel

USW operates multiple campuses. In limited circumstances, in the time between provision of the Offer and Enrolment, USW or USW Pathway College Ltd may determine that it is necessary or appropriate to change the location of the delivery of the course.

There might also be circumstances when individual members of staff leave USW's employment or are otherwise unable to deliver an advertised module (e.g. because of unplanned illness or other absence). In these circumstances, USW and USW Pathway College Ltd will endeavour to make arrangements to cover the gap left by the relevant member of staff or to provide alternatives. However, there may be circumstances where the relevant module cannot be delivered.

Applicants that have accepted offers from USW and USW Pathway College Ltd will be notified as soon as reasonably practicable in any of the above circumstances. USW's website will also be updated at the same time to reflect any such changes.

If as a result of any of the above changes you no longer want to study your course, you have the right to:

- a. apply for another course at USW or USW Pathway College Ltd;
- b. withdraw or defer your application;
- c. submit a formal admissions complaint – the relevant procedure for which can be found [here](#)

(e) Courses with sandwich year options

USW has links with industries and employers across a range of sectors and can help you find/ apply for a placement if you have enrolled on a course that includes a sandwich option. However, the University is unable to guarantee that you will secure a placement, as potential employers will have their own competitive recruitment processes to follow when selecting a candidate.

- a) If you enrol on a 3 year course that has a sandwich year option available and you decide that you would like to apply for a placement, the University can assist you in extending your visa to cover the additional year if your application for a placement is successful and you are in a position to do so.
- b) If you opted for a 4 year course and you are not be successful in securing a placement the University will be required to report the change to the UKVI. Your visa may then be curtailed (shortened) by UKVI in order to reflect your new course end date. All time before any curtailment action takes place would count towards the time cap for Student Route study. You would not be eligible for a refund of any fees paid for the Immigration Health Surcharge (IHS) as a result any curtailment action.

## **5. The Enrolment Terms and Conditions**

If you accept an offer and enrol at USW or USW Pathway College Ltd, you will be required to abide by, and to submit to, the Enrolment Terms and Conditions. The key sets of the current Enrolment Terms and Conditions are available on USW's website [here](#).

USW and USW Pathway College Ltd reserves the right to make reasonable changes to the Enrolment Terms and Conditions where in the opinion of USW or USW Pathway College Ltd it will assist in the proper delivery of education and/or it reasonably considers that it is in the interests of students. Any such amendments will usually be discussed with Student Union representatives prior to changes being formalised.

Changes are usually made for one or more of the following reasons:

- a. to review and update the Enrolment Terms and Conditions to ensure they are fit for purpose;
- b. 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 and concerns of Public Health England and Wales;
- c. to protect and safeguard the health and safety and wellbeing of our staff and students
- d. to incorporate sector guidance or good practice
- e. to incorporate feedback from students, and/or
- f. to aid clarity or consistency of approach

Any such changes will normally come into effect at the beginning of the next academic year. However, in certain circumstances such as changes to the law, Government and/or Public Health Guidelines, Guidelines or requirements by funding bodies, it may be in the best interests of students for these changes to be introduced with immediate effect.

Where changes are made to the Enrolment Terms and Conditions, USW and USW Pathway College Ltd will take steps to minimise disruption to students wherever reasonably possible, for example, by giving notice of changes to regulations before they become effective, or by phasing in the changes, if appropriate.

## **6. Tuition Fees and Deposits**

USW and USW Pathway College Ltd charges tuition fees for the delivery of its courses and you will have primary responsibility for payment.

If you are a self-funding student, a minimum deposit, as specified in your offer email/Fee schedule, must be paid to the USW Pathway College Ltd before a CAS statement can be issued. The deposit will be held against fees for your course and is not usually refundable (unless your visa is refused). Refunds may be subject to an administration charge. See table above.

If you are a sponsored student, you will not need to pay a deposit but you will need to submit a satisfactory sponsor letter to the University to confirm sponsorship before a CAS statement can be issued.

USW Pathway College Ltd will invoice you (or, if applicable, a third party paying on your behalf) for the tuition fees, to be paid on the date stipulated in the invoice.

If a third party is paying your fees and payment is not made in full by the due date, you may be invoiced personally for any outstanding balance.

You are contractually obliged to pay the tuition fees and all other charges on the dates they fall due following your acceptance of the offer made by USW or USW Pathway College Ltd. If you fail to make payment of the tuition fees and all Other Charges, the University reserves the right to withdraw your IT access and access to programme content, suspend and/or withdraw you from your studies.

The levels of Tuition fees are reviewed and may be revised on an annual basis prior to the beginning of the academic year in question. Details of how revisions to Tuition Fees are to be determined are included within the Regulations on Fees (available [here](#)). Where student progress normally through the course the fee will remain the same in each year of study, together with any scholarship awarded.

You must read all the University information regarding your deposit, fees, and scholarships, and ensure that you can fully meet your financial responsibilities. You can find this information [here](#). Details of how to pay your deposit and fees are included in your offer letter.

For further details on Fees and Debt Management please click [here](#).

## **7. Personal data**

Details of how your personal data may be used by USW and USW Pathway College Ltd are detailed below:

[USW Privacy Policy](#)

[QA Ltd Privacy Policy](#) (which includes USW Pathway College Ltd)

Any use of your data will be undertaken in accordance with the Data Protection Act 2018 and USW's privacy policy.

## **8. Provision of information**

Current UK immigration legislation means that USW may be required to share information about you with various agencies where there is legitimate interest to you or USW or USW Pathway College Ltd.. This could be regarding an immigration application you have made or, after enrolment, regarding your academic status. These agencies could include a British High Commission, a British Embassy, UK visas & Immigration (UKVI) other UK authorities or a financial sponsor if you have one. By agreeing to these Terms and Conditions and USW's Enrolment Terms and Conditions, you indicate that you understand we may share your information where legally appropriate and that you give your consent for these external agencies to share information with us regarding your immigration status or personal situation.

### **9. Partner Organisations**

If you are studying at a Collaborating Organisation, as set out in the Offer Email, you may be subject to certain additional regulations and contractual terms of that partner organisation, including disciplinary regulations.

### **10. After enrolment**

If you break these Terms and Conditions and/or USW's Enrolment Terms and Conditions at any point during your study, you may be excluded from the University and, if you hold a Student Route visa, you may also be reported to the UKVI where appropriate.

If you fail to successfully complete part of your course, you may experience complications and delays in progressing your studies. You might also have to pay additional fees and/or make an additional visa application either in the UK or in your home country (dependent on your circumstances) in line with current Immigration Rules and Student Route Guidance. These will be your own financial responsibility. If you do not complete your course within the accepted University timeframe you may not be able to attend a University graduation ceremony.

### **11. Complaints**

As referred to in section 3 above, the procedure for admissions complaints is available [here](#)

### **12. Events beyond our control**

USW and USW Pathway College Ltd is committed to delivering your chosen programme of study together with its other services, however, sometimes we may be prevented from doing so by events that would reasonably considered to be outside of our control, such as an act of God, fire, explosion, flood or other natural disaster, acts of terrorism, civil commotion or riot, embargos, blockades, imposition of sanctions or international or national travel restrictions, pandemic, epidemic or acts or orders of governments. Where



our ability to deliver our services to you is impacted by such an event, we will do all that we reasonably can do to make such changes to our delivery of the services so that we can continue to provide the services to you, albeit in a different format or using a different delivery method. Where we are able to do this, and USW and USW Pathway College Ltd considers it reasonable, USW and USW Pathway College Ltd will have no liability for any delay in performance of the services or for any changes made so that the services can continue.

Where we are completely prevented from delivering our services to you because of such an event and we are unable to make any changes that would allow us to continue, we may cancel the programme of study and if that happens, we will consider, based on the level of service received up to the date of cancellation, whether or not you are entitled to any potential refund (whether in full or in part as appropriate).

### **13. Documents**

You will be provided with information prior to your enrolment at USW and USW Pathway College Ltd which will draw your attention to the Enrolment Terms and Conditions which will apply to your time at USW and USW Pathway College Ltd. Please notify USW Pathway College Ltd, before enrolment, if you require any of the documents mentioned above in hard copy.

By accepting a place at USW, you agree to be bound by these terms: if you do not understand any section of this document, or if you wish to discuss the T&C's further please email [qahe.admissions@qa.com](mailto:qahe.admissions@qa.com) for further clarification.