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TERMS AND CONDITIONS FOR STUDENTS ON UNDERGRADUATE AND POSTGRADUATE TAUGHT COURSES AND POSTGRADUATE RESEARCH STUDENTS IN FULL-TIME AND PART TIME MODES FOR 2027-2028 ACADEMIC YEAR ENTRY

1. Overview

- 1.1 These terms and conditions accompany, and should be read together with, your formal offer of admission. Any offer of a place made to you by Southampton Solent University ("the University") is on the basis that by accepting your offer, you agree to the following terms and conditions, which form part of the student contract between you and the University. It is therefore important that you carefully read and understand these terms and conditions as the University will apply and rely on them during your time as a student.
- 1.2 By accepting a place at the University, you agree to follow these terms and conditions and all University statements, policies and regulations. Before starting on a course at the University, you will need to familiarise yourself with the following specific regulations:
 - Fee and Payment Regulations;
 - Debt Management Policy;
 - The Guide to Suspending, Withdrawing, Changing or Repeating Your Course;
 - Academic Regulations (Scheme A for Solent Future Learning ('SFL') Courses and Scheme B for non-SFL courses);
 - Student Attendance and Engagement Policy
 - IT Acceptable Use Policy;
 - Admissions Policy;
 - Academic Misconduct Policy;
 - Sexual Harassment and Misconduct Policy;
 - Student Disciplinary Procedure;
 - Student Charter; and
 - Code of Practice on Free Speech.
- 1.3 If at any time you change your mind and decide not to take up your place, or wish to defer your entry, please write to the Admissions and Enrolment Office at admissions@solent.ac.uk as soon as possible. If after enrolment you wish to suspend your studies or withdraw from the course you must inform the Student Registry department at student.registry@solent.ac.uk but should be aware that you may remain liable for some or all your fees as highlighted below.
- 1.4 Please note, these terms and conditions do not apply to students studying on courses delivered in partnership with QAHE. A copy of the current terms and conditions for such courses can be found [here](#).

2. Original Documents and Accuracy of Information

- 2.1 Students are required to provide the Admissions and Enrolment Office with original or certified qualifications, as stated in their offer, prior to enrolment unless they are a UCAS applicant who has received

confirmation via UCAS Apply.

- 2.2 The University is entitled to withdraw its offer to you or terminate your enrolment as a student of the University if it is discovered that you have made false statements, omitted significant information or provided counterfeit or forged documents in your application to the University.

3. Payment of All Fees and Charges

- 3.1 The tuition fees set out in your offer letter are for the first year of your course. The level of tuition fee charged will depend on whether your fee status is “home” or “overseas”.
- 3.2 By accepting your offer, you agree to pay your tuition fees annually, in full, at or prior to the commencement of a period of study, as set out in the Fee and Payment Regulations. For students on courses of less than a year’s duration, including students on maritime senior courses, payment must be made in full prior to registration on their course.
- 3.3 The University reserves the right to increase the tuition fees payable for your course as follows:
- **Home Undergraduate Students.** Home undergraduate fees are regulated by legislation. The University reserves the right to increase tuition fees in the subsequent years of your course where there is a change in the amount of fees the University is legally entitled to charge for your studies. Such increases will be limited to the maximum amount set by legislation and are usually linked to inflation using RPIX (the Retail Price Index excluding mortgage interest payments). It is the University’s policy to charge the maximum regulated fees to reflect increased costs of delivery and maintain a high-quality student experience.
 - **Overseas and Postgraduate Students.** Overseas and postgraduate fees are set by the University and the University reserves the right to increase fees in the subsequent years of your course. Fee increases are typically linked to RPIX and limited to 8%. This means you should budget for an increase of up to 8% each year for every further year of studies to reflect increased costs of delivery and maintain a high-quality student experience.
- 3.4 If we intend to exercise the right to increase tuition fees we will notify you as early as possible and in any event by the end of June in the academic year before the one in which we intend to increase tuition fees. If you are dissatisfied with the proposed increase, you have the right to terminate your contract with the University.
- 3.5 Tuition fees cover the provision of tuition and the cost of university facilities, including the libraries and computers which are available for use when studying. Courses may charge additional costs for items such as consumables for art and design courses, optional field trips and enhancement activities for personal development which do not form part of compulsory assessment. Please note this is not an exhaustive list. For information on additional fees for your individual course please see the University webpage for your course.
- 3.6 You will be initially registered for the full duration of your academic course and remain personally liable for the payment of your tuition fees, including where you are in receipt of a student loan or a sponsor or other third party paying your fees. This means you remain responsible for paying your tuition fees if your sponsor defaults on the payment for whatever reason.
- 3.7 Where your fees are being paid by a corporate sponsor or private loan a copy of the sponsorship agreement or loan schedule will be required prior to commencing your course. Fees will only be invoiced to a sponsor where you produce valid proof of sponsorship with instructions from the sponsor.
- 3.8 If you are applying for a non-UK government student loan to cover the fees, details of the loan arrangement will be required prior to commencing your course.

- 3.9 For students on courses of at least one year's duration, including cadets on phased courses, arrangements may be made for payment of the annual tuition fee in instalments, either through standard instalment plans offered during on-line registration or by contacting the Income team income.team@solent.ac.uk
- 3.10 For all students on maritime senior courses, to reserve a place on the course, at the time of booking, you will be required to make a deposit payment of £1000 or to make full payment if the tuition fee is a lesser amount. If you fail to commence your course you will be eligible, on written request, to transfer your deposit to the same course of study running later, which is within 24 months of the commencement date for the original course booking.
- 3.11 Overseas applicants will be asked to pay a deposit of 50% of your tuition fee, or the full tuition fee if the total fee for the course is less than £3000, on acceptance of an unconditional offer and prior to receiving a Certificate of Acceptance of Studies ("CAS"). If you are subsequently refused a visa due to deception you will not receive a refund. In all other cases the deposit less an administration charge of £150 will be refunded when a CAS has not been issued by the University or where you provide evidence that your visa was refused. Any other non-refundable deposits or prepayments you are liable for will be deducted from the amount refunded.
- 3.12 Additionally for overseas students, you are required to pay a minimum of 50% of your tuition fees and enter into a payment plan for the remainder of your tuition fees prior to enrolment in each year of study. Payment of the CAS and enrolment deposit must be in cleared funds, and neither University scholarships and bursaries or sponsorships will be recognised as payment of a deposit.
- 3.13 Failure to pay tuition fees in accordance with your chosen payment option will result in the full amount of your annual fee becoming due immediately.
- 3.14 The University reserves the right to take action to recover any outstanding debts, as per its Student Debt Management Policy. This policy includes the use of debt collection agencies, County Court action and the recharging of any fees incurred in this process to your account.
- 3.15 Sanctions are imposed on students who fail to pay tuition fees and other related fees by the due date and on those students who have defaulted on agreed payment plans. Students will be informed in writing of the intention to impose sanctions. Any subsequent failure to pay may result in the student being withdrawn from their course. Students withdrawn for non-payment of tuition fees will remain liable for a proportional payment of tuition fees in line with the University's Guide to Suspending, Withdrawing, Changing or Repeat Your Course.
- 3.16 The application of sanctions for late or non-payment of tuition fees may result in the following restrictions:
- A late payment charge of £50 may be levied to cover the cost of administration where an agreed payment plan is broken, or a student is referred to a collection agency.
 - The withdrawal of access to all University IT networks and hardware (including Solent Online Learning).
 - The removal of permission to borrow books from the library.
 - The termination of enrolment during the academic year.
 - Students in debt for tuition and other related fees will be unable to progress onto further stages of the course or transfer to another course.
 - Students in debt will be unable to register on a new course.
 - The withdrawal of the invitation and permission to attend the graduation ceremony.
 - Award certificates being withheld until the outstanding tuition fees have been paid in full.
- 3.17 Please note that scholarships and fee discounts unless otherwise stated as part of separate terms and conditions will be applied after enrolment.

4. Attendance

- 4.1 The University monitors student attendance. You are expected to attend all the timetabled sessions of your

course and to fully engage with the course by submitting and attending for all required assessments.

- 4.2 As part of its duties as a sponsor of overseas students, the University is required to monitor the attendance of all overseas sponsored students and to report to the Home Office those students who are not attending or fully engaged with their course.
- 4.3 As part of its duties to funding bodies and sponsors, the University will share attendance and engagement data as required.

5. Immigration

- 5.1 All students who are subject to immigration control must check the University's information on visas and immigration details which can be found at [Visas and immigration \(solent.ac.uk\)](https://solent.ac.uk/visas).
- 5.2 If you require a Student visa to study in the UK, please note that your eligibility for a CAS will be assessed separately to your academic offer. The offer of a place on a course at the University should not be taken as confirmation that the University will be able to issue a CAS. You must comply with the relevant processes when asked to support the issuing, by the University, of a CAS. It is your responsibility to ensure that you have sufficient financial resources to meet Home Office requirements, but the University may request evidence of this before agreeing to issue a CAS. The University reserves the right to refuse to issue a CAS when it is not reasonably satisfied that your visa application will be successful.
- 5.3 You will need to demonstrate, either before or at the point of enrolment, that you have a valid immigration status to undertake your course. If you fail to demonstrate that you have a valid immigration status, you will not be entitled to enrol at the University and we reserve the right to end your contract with us and withdraw you from your course.
- 5.4 If you have a visa issued by UK Visas and Immigration ("UKVI"), you must take responsibility for ensuring that you comply with the conditions of your visa for the duration of your course. You must also ensure that you support the University in its immigration control obligations by following any policies and procedures relevant to overseas students and visa holders whilst studying at the University. This includes responding to any communications from the University in relation to your immigration status and producing in person copies of documents when requested.
- 5.5 If you choose to withdraw from your course or if your study is terminated by the University, this could affect the validity of your visa and your ability to enter and/or remain in the UK.
- 5.6 If your visa is revoked or withdrawn for any reason, the University will interrupt your studies and/or end your student contract.

6. Events Outside of Our Control

- 6.1 Sometimes circumstances beyond the reasonable control of the University that could not have been prevented even if the University had taken reasonable care ("Events Outside of Our Control") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.
- 6.2 Examples of Events Outside of Our Control include (but are not limited to):
 - industrial action by third parties;
 - power failure;
 - acts of terrorism;
 - pandemics, epidemics and other threats to public health;
 - fire;
 - severe weather conditions;
 - natural disasters;
 - political or civil unrest;

- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- sanctions imposed by any country;
- withdrawal by any government or local authority of any necessary licence; and/or
- insufficient uptake of a course.

6.3 Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:

- offering the opportunity where reasonable possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way, from a different location or online.

6.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University. Alternatively, you make a complaint under the Student Complaint Procedure.

6.5 Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

7. Regulations

7.1 You will be required as a condition of enrolment and as a term of the contract between you and the University to abide by, and adhere to, the University's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students as amended from time to time (the "Regulations"), which relate, among other things, to conduct and discipline, complaints, use of facilities (including IT facilities), health and safety, administration, assessments and the requirements of academic courses.

7.2 Key provisions of the Regulations of which you should be aware include:

- (a) The University's expectations regarding student attendance, academic due diligence and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course.
- (b) The University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further information can be found in the Student Academic Misconduct Policy.
- (c) The University's rules regarding payment of fees due to the University. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all circumstances of your case. Further information can be found in our Debt Management Policy.
- (d) The University's Student Charter and Disciplinary Procedure, which set out our expectations of student behavior. Breach of the Student Charter could result in a disciplinary process which could result in expulsion from the University.
- (e) The University's Fitness to Study Policy and Fitness to Study Procedure, which describe the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- (f) The University's Code of Practice on Freedom of Speech, which sets out the University's

expectations in relation to upholding freedom of speech and academic freedom within the law, the procedures to be followed in organising events on university-controlled premises and the expected conduct at such events. Failure to follow the Code could result in a disciplinary process.

- (g) The University's policies relating to harassment and sexual misconduct, which set out the procedures for reporting and dealing with allegations of harassment and sexual misconduct against members of staff and students.

7.3 The University reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one of the following reasons:

- (a) to review and update the Regulations to ensure they are fit for purpose;
- (b) to safeguard academic standards, for example, in response to external examiner feedback;
- (c) 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;
- (d) to incorporate sector guidance or best practice;
- (e) to incorporate feedback from students; and/or
- (f) to aid clarity or consistency of approach.

7.4 Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are aware of any changes.

8. Withdrawal, Cancellation and Changes to Courses

8.1 The University will use all reasonable endeavors to deliver teaching and related educational and other services and facilities required for your course in accordance with the description given to it for the academic year in which you began the course. However, the University will be entitled to make reasonable changes to your course or to related educational and other facilities and services where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. As such modifications to courses may be made for reasons including:

- in response to changes to the requirements or guidance of relevant professional accrediting bodies;
- to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up to date;
- to improve the quality of our educational and pastoral services in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector.

8.2 Such changes may be to:

- (a) the content and syllabus of courses;
- (b) the timetable, location and number of classes;
- (c) the structure and/or timing of the academic year;
- (d) the method of delivery of courses, services and facilities; and/or
- (e) the examination and assessment process.

8.3 In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider.

- 8.4 In exceptional circumstances, the University may discontinue a course or decide not to run a course in a particular academic year where the numbers recruited to it are so low that it is not possible to deliver an appropriate quality of education. In such circumstances, the University will use its reasonable endeavors to assist you to transfer to an appropriate alternative course or to another provider.

9. Communications with the University

- 9.1 On enrolment, you will be allocated with a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University email account regularly. Any communication sent to you at this email account will be regarded as properly sent and received by you.

10. Reasonable Adjustments

- 10.1 The University is committed to providing an inclusive and accessible environment. We take seriously our duty to implement reasonable adjustments to remove barriers that put students with disabilities at a substantial disadvantage compared to those who do not have disabilities.
- 10.2 We therefore encourage individuals to disclose their disability and support needs and engage in any necessary discussion or health assessments as required by the University at the earliest opportunity. Early disclosure of disability during the admissions process means the University is more likely to be able to implement support before an individual's arrival at the University. Where individuals do not disclose their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after an individual arrives at the University and begins their course.
- 10.3 There may be exceptional circumstances where an individual:
- may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
 - is unable to undertake a course for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.
- 10.4 Such cases will be assessed by the Disability Advice Team and relevant course faculty on a case-by-case basis.

11. Criminal Convictions

- 11.1 As a condition of taking your place at the University, you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions or any criminal matters that are currently pending that could result in a relevant criminal conviction.
- 11.2 Once enrolled, you must promptly inform us if you become subject to any relevant criminal investigation, criminal proceedings, bail conditions (including pre-charge bail), police cautions or any court order, for example, a non-molestation order, restraining order or a sexual harm prevention order.
- 11.3 Disclosure should be made by notifying the Deputy Head of Student Experience (Wellbeing) at safeguarding@solent.ac.uk. We will contact you if further information is required. The University will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements.
- 11.4 Relevant unspent convictions include:
- any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - offences listed in the Sex Offences Act 2003;
 - the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - offences involving firearms;
 - offences involving arson; and
 - offences listed in the Terrorism Act 2006.

- 11.5 If you disclose a relevant unspent criminal conviction, it will be considered by the Criminal Convictions & Disclosure Panel to assess whether any additional support may be needed and your overall suitability for your chosen course. If as a result of this procedure it is deemed that you are unsuitable for a place on your course, your offer may be withdrawn.
- 11.6 In the most serious cases, students who receive a criminal conviction during their studies may be suspended or withdrawn and/or have their enrolment terminated, depending on the nature of the conviction. This will only be the case following completion of the disciplinary procedure or fitness to study process, as appropriate.

12. Cancellation & Withdrawal

- 12.1 Once you have accepted an offer to study at the University (firm or insurance), you will be able to cancel your acceptance within 14 days without giving any reason. This cancellation period will expire 14 days after the date on which you accepted the offer. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear written statement, which may be sent by post or email to admissions@solent.ac.uk. A model cancellation form can be found at: <https://www.solent.ac.uk/about/documents/right-to-cancel-form.pdf> but you are not required to use this form.
- 12.2 If you withdraw after the 14-day cancellation period but before the start of your course you may be eligible for a full refund of any tuition fees paid, providing that prior to the commencement of the course, written notification of withdrawal has been received by the University. Please note that any deposits or regulatory prepayments paid prior to registration will not be refunded. Please note that if you are attending a course lasting less than a year you will remain liable for the full fee regardless of date of withdrawal.
- 12.3 If you are attending a course lasting an academic year or more and withdraw within 14 days of your initial course start date, you will be eligible for a refund of any tuition fees paid, however you will not be eligible for a refund of any deposits or regulatory prepayments paid prior to registration unless exceptional circumstances apply.
- 12.4 If you withdraw more than 14 days after the commencement of your course, you will be charged as detailed in the table below:

Fee Status	First Term Withdrawal	Second Term Withdrawal	Third Term Withdrawal
Home/EU Settled	25% of the annual fee	50% of the annual fee	100% of the annual fee
Overseas / EU Non Settled	50% of the annual fee	100% of the annual fee	100% of the annual fee
Postgraduate Research	Pro rata on a monthly basis based on the annual fee	Pro rata on a monthly basis based on the annual fee	Pro rata on a monthly basis based on the annual fee
Apprenticeships	Pro rata based on ESFA Terms and Conditions	Pro rata based on ESFA Terms and Conditions	Pro rata based on ESFA Terms and Conditions

- 12.5 If you are attending a maritime phased course and withdraw within 21 days of your course start date, you will be eligible for a refund of any fees paid less any deposit payment where written notification of withdrawal has been received by the University. Students who leave after 21 days will be liable for the full phase fee.

13. Credit Balance Refunds

- 13.1 In all cases refunds will be made to the original payee. This may be you or a person or organisation paying on your behalf such as a parent, employer or scholarship provider.
- 13.2 Where the original payment was made by debit or credit card then the refund amount will be sent to the

“card used. If the card has expired, then the Income Team will contact you for up-to-date bank details and the refund will be sent by bank transfer. For all other overpayments the refund will be by bank transfer.

13.3 Where the bank transfer has been received from overseas, the payment will be refunded back to the account from which it was sent.

13.4 All refunds will be calculated in UK Sterling but may be refunded in the currency of the original payment. The University will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred. Refunds will not be made in cash.

14. Intellectual Property

14.1 The ownership of intellectual property rights will be in accordance with the University’s Student IP Policy.

15. Data Protection

15.1 The University will process your personal data in accordance with its privacy policy, which is available on the University website via this link [Privacy policy \(solent.ac.uk\)](#) or upon request.

16. Apprentices

16.1 These terms and conditions apply to apprentices, however if there is a conflict between these terms and conditions and DfE funding rules, the DfE funding rules will take precedent.

17. General

17.1 The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

17.2 The University’s contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

18. Feedback, Appeal and Complaints

18.1 Complaints relating to admissions issues should be addressed to the Head of Recruitment, Admissions & Widening Participation and sent to admissions@solent.ac.uk

18.2 The University has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found [here](#).

18.3 If you remain unhappy with the outcome following completion of the University’s complaints procedure, you may be able to complain to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk.