

Online Student Terms and Conditions

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Online Student Terms and Conditions

These Online Student Terms and Conditions apply from the Effective Date, subject to minor amendments made from time to time.

In case of conflict between any of the contractual documents which form part of the student contract, the order of precedence is as follows:

- i. the University's Online Student Terms and Conditions;
- ii. the Regulations Applicable to Online Students;
- iii. your University entry requirements and the other terms within your offer letter;
- iv. any special requirements which apply to you, as set out in your offer letter and/or other letters and emails from the University;
- v. your Course overview document;
- vi. the Key Terms Summary for Online Students; and
- vii. the details of your Course on the Website.

1 Definitions

In these Online Student Terms and Conditions, the following terminology shall have the following meanings:

Academic Year

means a calendar year running from 1 August in one year to 31 July in the next year. The specific dates applicable to individual students are determined by their Course of study.

Annex

means the annex to these Online Student Terms and Conditions.

Charges

means additional payments required for Services in association with your Course (such as but not exclusively for: books for own annotation, stationery, photocopying and printing, graduation costs).

Contract

means the Contract formed between you and the University on the terms of the Contract Information.

Contract Information

means your University entry requirements, the terms within your offer letter, details of your right to cancel and how, your Course Description and Tuition Fee, any Tuition Fee increase information, any special requirements which apply to you, the Key Terms Summary for Online Students, the Regulations Applicable to Online Students, and these Online Student Terms and Conditions, which together form the Contract between you and the University.

Course

means a course or programme of study at the University which is delivered fully online by the University in partnership with HEP. A full current list of the Courses is set out in the Annex to these Online Student Terms and Conditions.

Course Description

means the important information about the content of your Course and details of how and where it will be delivered as set out in your Contract Information. Your Course Description is set out on the Website and in your Course overview document.

Effective Date

means 3/06/2024 for the first version of these Online Student Terms and Conditions. Any new version will have a new Effective Date specified in clause 18 (Version Control).

Enrolment

means the process by which a Potential Student or an Online Student formally registers their participation or continued participation in a Course at the University, accepts the liability to pay Tuition Fees for the Course, and provides information required by the University. Completion of the enrolment process is required for the University to grant access to the Course and related Services.

HEP

means Higher Ed Partners, a private limited company incorporated and registered in England and Wales with a company number 10905055, with a registered address at Northgate House, Northgate Street, Devizes, Wiltshire SN10 1JX, and with a business address at 4th Floor, Queensberry House, Queens Road, Brighton BN1 3XF, [HEP UK – Highered Partners United Kingdom](#), which delivers the Courses in partnership with the University.

Intellectual Property

means all intellectual property rights including without limitation patents, registered designs, trade marks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

Key Terms Summary for Online Students

means the document which sets out how the key terms of the Online Student Terms and Conditions will affect you.

Module

means an independent unit of a Course which is taught at a set time and for which a set Tuition Fee applies.

MyHallam

means the University's web-based platform for delivering learning resources and information to Online Students at www.shu.ac.uk/myhallam.

Online Student

means a student who is pursuing entirely online a Course as an enrolled student of the University.

Online Student Terms and Conditions

means the terms and conditions contained in this document.

Pre-Enrolment

means the period of time before a Potential Student becomes an Online Student.

Potential Student

means a person who has accepted a place at the University but who has not yet enrolled for their Course at the University.

Regulations Applicable to Online Students

means those University regulations which are included in your Contract Information. All Regulations Applicable to Online Students are available on the Website and on the [Terms and conditions and student regulations | Sheffield Hallam University \(shu.ac.uk\)](#) page which can be accessed from MyHallam. In these Online Student Terms and Conditions, documents which form part of the Regulations Applicable to Online Students are marked with an asterisk (*).

Services

means such facilities which are provided by the University for students (including but not limited to the provision of library and IT services, provision of student support and guidance, and use of cafeterias and sports facilities).

Student Protection Plan

means a plan that the University as a higher education provider registered with the Office for Students has in place, setting out measures to protect students in the unlikely situation where a risk to the continuation of their studies arises.

Tuition Fee

means the fee payable by an Online Student to the University for a Module of a Course.

University

means Sheffield Hallam University, a Higher Education Corporation under the UK Education Reform Act 1988 and UK degree-awarding university under the UK Further and Higher Education Act 1992, which is regulated by the Office for Students and whose principal address is at City Campus, Howard Street, Sheffield, S1 1WB, Telephone Number +44(0)114 225 5555, Minicom only +44 (0)114 225 3582, Email: enquiries@shu.ac.uk, and which also has a place of business at Collegiate Campus, Collegiate Crescent, Sheffield, S10 2BP.

Website

means the University's website at www.online.shu.ac.uk.

you

means the Potential Student or the Online Student.

2 Your Contracts with the University

2.1 Your Contract Information

2.1.1 To help you make an informed decision about what and where to study, before you apply for a place, the University will make available to you a wide range of information through a variety of means, including through virtual open days, written materials, the Website and MyHallam.

2.1.2 Your Contract Information confirms the particular contractual terms on which an offer

is made to you. The University will address the Contract Information personally to you and will send it to you by email. No information other than that contained in the Contract Information forms part of the Contract.

- 2.1.3 By accepting a place at the University, you are agreeing to be bound by the Contract Information; therefore you must read and understand the Contract Information prior to accepting your place.
- 2.1.4 Your Course will be delivered on a carousel model that ensures rolling delivery of the Course throughout the calendar year. You can enter the Course at any point throughout the calendar year by joining the Module that is next in time to run on the Course.
- 2.1.5 Some Courses may have Modules that must be studied in a specific order within the Course (for example, a fixed first module or a final/capstone module). Such Modules will be clearly signposted and explained in your Course Description.
- 2.1.6 You will need to organise at your own cost uninterrupted use of IT equipment (a computer with minimum technical specifications and software as detailed in your Contract Information) and broadband access with a reliable connection to the internet for the duration of the Course.

2.2 The Pre-Enrolment Contract

- 2.2.1 You accept the offer of a place at the University by paying a Tuition Fee for your Course.
- 2.2.2 When you accept the offer of a place at the University, a Pre-Enrolment Contract on the terms of the Contract Information is formed between you and the University.
- 2.2.3 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 special requirements within your Contract Information.
- 2.2.4 You have a statutory right to cancel your Pre-Enrolment Contract by informing the University of your decision by email enrolments@online.shu.ac.uk. The statutory cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at the University. In these circumstances, clause 6.3 applies.
- 2.2.5 Your Pre-Enrolment Contract automatically expires if and when you enrol at the University, in which circumstances clause 2.3 below applies.
- 2.2.6 If you do not enrol by the deadline date you have been given by the University, your Pre-Enrolment Contract will automatically expire at that date.

2.3 The Enrolment Contract

- 2.3.1 You enrol at the University by completing an enrolment task. A link to the enrolment task will be emailed to you, following payment of the Tuition Fee, approximately two weeks ahead of the start date of your Course.
- 2.3.2 When you enrol at the University, an Enrolment Contract on the terms of the Contract Information is formed between you and the University.

- 2.3.3 By enrolling, you commit to study on the entire Course regardless of how you choose to pay your Tuition Fees.
- 2.3.4 You have a statutory right to cancel your Enrolment Contract by informing the University of your decision by email at studentsuccess@online.shu.ac.uk in the first 14 calendar days after the start date of your first Module on the Course. In these circumstances, clause 6.3 applies.
- 2.3.5 Your Enrolment Contract expires in accordance with clause 2.5 below.

2.4 Courses begin before or within the statutory cancellation period(s)

- 2.4.1 By accepting the offer of the place and/or by enrolling, you are agreeing that the University's service to you will begin within the statutory cancellation period in clauses 2.2.4 and 2.3.4.
- 2.4.2 If, before the end of a statutory cancellation period, you gain access to learning materials as digital content and/or receive teaching on a Module, you are agreeing that by accessing that digital content and the Module, you are expressly requesting their supply as part of the University's service to you.
- 2.4.3 In the circumstances in clause 2.4.1 and 2.4.2, if you subsequently decide to cancel the Pre-Enrolment Contract or the Enrolment Contract within either statutory cancellation period, you are agreeing for the University to retain some or all of the Tuition Fee that you have already paid to cover the cost of the University's service to you until the date of cancellation.

2.5 Expiry of your Enrolment Contract

The Enrolment Contract will expire, subject to the provisions for early termination in these Online Student Terms and Conditions, on the completion of your Course, whether or not you are conferred with a University award.

3 Admission to the University

3.1 Consideration of applicants

- 3.1.1 All applications for a place at the University are considered on their merits in the context of the specific and general guidance set out on the Website and any special requirements as set out in clause 3.2.
- 3.1.2 The University is not obliged to provide reasons for its decisions in relation to applications.
- 3.1.3 Applicants and Potential Students will be asked to declare unspent criminal convictions for particular types of offences in circumstances where there is a legal basis to ask for such a declaration.
- 3.1.4 The entry requirements stated on the Website may be varied from time to time where it is reasonably considered by the University to be beneficial and/or necessary to ensure the proper delivery of education and any changes will also be published on

the relevant course pages on the Website. With the exception of a circumstance arising under clause 3.1.6, such changes would not normally affect applicants or Potential Students.

- 3.1.5 Your entry requirements will be set out in your Contract Information.
- 3.1.6 Potential Students will be notified if the conditions of their offers change after an offer is made to them; generally, this would be for exceptional reasons outside the University's control such as:
 - a. a change in the requirements of an accreditation, qualification, professional, statutory or regulatory body; or
 - b. a change necessitated by a change in the law.

3.2 Special requirements

- 3.2.1 Online Students on certain specified Courses must comply with special requirements.
- 3.2.2 Some special requirements must be complied with as a condition of a Potential Student obtaining their place at the University and other special requirements continue throughout the period of the Course.
- 3.2.3 These special requirements are often imposed by law or the government, accrediting or professional bodies, or other third parties. For example:
 - a. a Potential Student may need to demonstrate a particular level of competence in the English language if requested;
 - b. a Potential Student who requires a visa to remain in the UK must verify that he/she has the right to reside and study in the UK;
 - c. some Courses may require additional declarations by Potential Students or Online Students relating to their health, employment, criminal convictions and cautions.
- 3.2.4 Details of any current special requirements that apply to you can be obtained from the University and will be stated in your Contract Information.
- 3.2.5 Variations to or additional special requirements may be introduced by the University from time to time without prior notice to Potential Students or Online Students if they are required by a third party or by law.
- 3.2.6 Where changes are made because it is reasonably considered by the University that they are necessary to ensure the proper delivery of education, the University will make reasonable endeavours to give prior notice to Potential Students and Online Students.
- 3.2.7 Failure to comply with any such special requirements may result in termination of your Pre-Enrolment or Enrolment Contract, with the consequence that you may not be permitted to begin your Course at the University or you may be required to leave your Course and/or the University.

3.3 Enrolment

- 3.3.1 You are required to enrol with the University at the start of your Course and to re-enrol on each annual anniversary of the start date of your Course or at another time specified to you by the University.
- 3.3.2 If you take a break in study that lasts beyond the annual anniversary of the start date of your Course, you will need to re-enrol with the University when you resume your Course.

3.4 Criminal Convictions

You will be asked to declare criminal charges, orders and convictions acquired after you apply to the University or during the term of your Pre-Enrolment and/or Enrolment Contract in circumstances where there is a legal basis to ask for such a declaration.

4 Provision of Courses and Services

4.1 Course Dates

- 4.1.1 Online Students will be notified by the University of the date when their Course will commence.
- 4.1.2 Unless the Enrolment Contract is terminated earlier, it will be completed on the last day of the final Module of the Online Student's Course, or the last day of any assessment of the Online Student's performance (whichever is later).

4.2 Making changes to Contract Information provided about your Course up to 28 days before your Course starts

- 4.2.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time up to the date 28 calendar days before your Course starts.
- 4.2.2 Changes are usually made for one or more of the following reasons:
- a. to meet external, professional or accrediting body requirements;
 - b. to safeguard academic standards, for example, in response to substantive and formal external examiner feedback;
 - c. where necessitated by an event outside the reasonable control of the University as described in clause 10.2;
 - d. to make updates to Courses to reflect best practice or new academic or subject developments which were, for good reason, unable to be completed in a timely way as part of our normal curriculum changes;
 - e. where there is clear evidence that change will materially improve the Online Students' experience of a Course.
- 4.2.3 Potential Students will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.2.4 The Website will be updated as soon as reasonably practicable to reflect the changes to the Course.

- 4.2.5 If, as a result of a change made under this clause 4.2, you no longer want to study your Course:
- a. you must notify the University in writing by no later than two weeks after your Course starts, quoting your reason for withdrawal;
 - b. on request, the University will use its reasonable endeavours to provide a suitable alternative Course or another course at the University (for which respective tuition fees will be payable), or suggest a suitable course at an alternative educational institution; and
 - c. any Tuition Fees paid will normally be refunded.

4.3 Making late changes to Contract Information provided about your Course or making changes after your Course starts

- 4.3.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time on and after the date 28 calendar days before your Course starts for the reasons set out in clause 4.2.2, as the University considers that changes for these reasons are fair.
- 4.3.2 Where the University makes a change under clause 4.3.1 or 4.3.5, Online Students on that Course will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.3.3 The Website will be updated as soon as reasonably practicable to reflect the changes to the Course.
- 4.3.4 If you do not agree that the change is fair, you may wish to seek redress under the Student Complaints Policy and Procedure*.
- 4.3.5 Any late change to the Contract Information about your Course or any change made after your Course starts, which falls outside the reasons in clause 4.2.2 a-c, would be considered by the University to be a variation of your Pre-Enrolment or Enrolment Contract to which your consent will be required.
- 4.3.6 Online Student representatives will be consulted in advance about changes falling under clause 4.3.5.
- 4.3.7 In the circumstances in clause 4.3.5, you will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying the University in accordance with any published procedure within two weeks of being notified of the change.
- 4.3.8 If you have given notice that you do not consent to a change made under clause 4.3.5, clause 4.4 applies.
- 4.3.9 Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made by the University for reasons beyond the University's reasonable control.
- 4.3.10 Where changes are made to Courses, the University will take reasonable steps to mitigate the impact on Online Students wherever reasonably possible.

4.4 What will happen if you do not consent to a late change

- 4.4.1 Upon receiving written notice from you under clause 4.3.7, the University will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.
- 4.4.2 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your Course.
- 4.4.3 If, in the circumstances in clause 4.4.2, you decide to withdraw from your Course:
 - a. you must notify the University in writing, quoting your reason for withdrawal;
 - b. on request, the University will use its reasonable endeavours to provide a suitable alternative Course or another course at the University (for which respective tuition fees will be payable), or suggest a suitable course at an alternative educational institution;
 - c. the University will refund to you any Tuition Fees for the Modules that have not yet started.
- 4.4.4 Subject to clause 10, the University will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the change to your Course under clause 4.3.5.

4.5 Discontinuation or Suspension of Courses

- 4.5.1 The University reserves the right to discontinue or suspend Courses where:
 - a. the Course is no longer viable for academic, regulatory or legal reasons;
 - b. where necessitated by an event outside the University's reasonable control as described in clause 10.2.
- 4.5.2 Where these factors are within the University's control, the University shall give Online Students and Potential Students as much notice as reasonably practicable.
- 4.5.3 Exceptionally, the University may discontinue or suspend Courses where:
 - a. a commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a Course;
 - b. market-related or financial reasons have prevented notification of Online Students and Potential Students in a timely manner; and/or
 - c. events beyond the University's reasonable control prevent a Course from being delivered either temporarily or permanently (see also clause 10.2).
- 4.5.4 For changes which are outside the University's control, it will not always be possible to notify Online Students and Potential Students in advance, but where the University is able to give notice, it will endeavour to do so as soon as reasonably practicable.
- 4.5.5 Save for in exceptional circumstances, including but not limited to those in clause 4.5.3, the University would not normally discontinue or suspend a Course whenever a cohort of Online Students is in the process of pursuing their studies on that Course, but would instead make reasonable endeavours to deliver the Course in accordance

with the Course Description to all Online Students in that cohort.

- 4.5.6 If the University has to discontinue or suspend your Course after an offer has been accepted or at any time during your Course:
- a. on request, the University will use its reasonable endeavours to provide a suitable alternative Course or another course at the University (for which respective tuition fees will be payable), or suggest a suitable course at an alternative educational institution;
 - b. if you will not be studying further at the University, the University will refund any Tuition Fees; and
 - c. subject to clause 10, the University will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the discontinuation or suspension of your Course.

4.6 Withdrawal of Services

- 4.6.1 The University reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the University, for example, where:
- a. events beyond the University's reasonable control prevent a Service from being delivered either temporarily or permanently (see also clause 10.2);
 - b. information technology systems require essential maintenance work, upgrades or repairs;
 - c. health and safety or other legal reasons apply; or
 - d. improvements and changes are being made to the University's estate and facilities.
- 4.6.2 The University will take reasonable steps to mitigate the impact of such withdrawals on Online Students wherever reasonably possible, for example by substituting alternative similar Services, and giving warning of forthcoming changes or likely periods of non-availability.
- 4.6.3 The University reserves the right to make reasonable additional charges and to vary such charges from time to time for Services in order to cover costs or to ensure the availability of Services for the benefit of all Online Students.
- 4.6.4 The University is unable to guarantee that all Services will be available at all times to all Online Students but will endeavour to provide a reasonable level of provision when the University is open.

5 The Regulations Applicable to Online Students

5.1 Compliance with the Regulations Applicable to Online Students

- 5.1.1 You are required as a condition of accepting a place and enrolling at the University to abide by, and to submit to, the Regulations Applicable to Online Students.
- 5.1.2 These include regulations in (but not limited to) the following areas: admissions; appeals and complaints; assessment and awards; conduct and discipline; fees; illness and difficult circumstances; intellectual property; information technology; personal information and data protection.

- 5.1.3 The Regulations Applicable to Online Students are included in your Contract Information, on the Website and on MyHallam.
- 5.1.4 Additional documents, including other policies, codes and guidance, provide information on how the Regulations Applicable to Online Students are implemented and are available on MyHallam; these documents do not form part of your Enrolment Contract with the University but you would be expected to abide by them, as would the University.

5.2 Changes to the Regulations Applicable to Online Students

- 5.2.1 The University reserves the right to make reasonable changes to the Regulations Applicable to Online Students where in the opinion of the University it will assist in the proper delivery of education and/or it is in the interests of Online Students.
- 5.2.2 These changes will normally come into effect at the beginning of the next Academic Year.
- 5.2.3 The University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Online Students or it is required by law or by funders.
- 5.2.4 Changes are usually made for one or more of the following reasons:
- a. to review and update the Regulations Applicable to Online Students 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;
 - c. to incorporate sector guidance or good practice;
 - d. to incorporate feedback from Online Students; and/or
 - e. to aid clarity or consistency of approach.
- 5.2.5 Where changes are made, the University will take reasonable steps to minimise disruption to Online Students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations Applicable to Online Students before they become effective, or by phasing in the changes, if appropriate.
- 5.2.6 If you have any concerns about the rationale for or effect of any change, please contact the Head of Student Policy and Compliance at appealsandcomplaints@shu.ac.uk.
- 5.2.7 The updated Regulations Applicable to Online Students shall be made available on the Website and on MyHallam and may be publicised by other means so that you can be aware of any changes.

6 Tuition Fees, debts and refunds

6.1 Tuition Fees

- 6.1.1 The University charges Tuition Fees for the delivery of the Modules of its Courses and you will have primary responsibility for payment.

- 6.1.2 You have three options to pay the Tuition Fee:
- a. Option 1: per Module prior to the start of each Module, or
 - b. Option 2: for three Modules at once, prior to the start of the earliest Module, or
 - c. Option 3: for all Modules of the Course prior to the start of the earliest Module.
- 6.1.3 You must pay the Tuition Fee within the payment window that we have notified to you.
- 6.1.4 You must pay the Tuition Fee prior to the start of each Module of your Course.
- 6.1.5 Only after you have paid the Tuition Fee, you will be able to enrol on the Course, continue your studies on a Module, and access your learning materials.
- 6.1.6 Tuition Fees are due for all Modules of your Course and you should therefore ensure that the necessary arrangements to pay all your Tuition Fees have been made before enrolling for the Course.
- 6.1.7 If payment of the Tuition Fee is not made, the provisions of clause 6.4 may come into force.

6.2 Tuition Fee review

- 6.2.1 The levels of Tuition Fees for new starters are reviewed and may be revised on an annual basis with any Tuition Fee changes being implemented in September.
- 6.2.2 Details of how revisions to Tuition Fees are to be determined are included within the University's Student Fees Regulations*.

6.3 Withdrawals, transfers, break in study and refunds

- 6.3.1 If you take a break in study, withdraw, or transfer to another institution within the first two weeks of your Course start date, subject to clause 2.4.3, the University will refund any Tuition Fee paid.
- 6.3.2 If you take a break in study, withdraw or transfer to another institution after the first two weeks of your Course start date, you will be entitled to a refund of any Tuition Fees paid in advance for Modules which have not yet started. Refunds will not be given for Modules the start date of which has passed.
- 6.3.3 In any of the circumstances in clauses 6.3.1 or 6.3.2, you must follow the University's processes as set out in the University's Student Fees Regulations*, and any refunds/credits will be calculated from the date on which the University receives formal notification via such process.
- 6.3.4 The University will not be liable for any loan or other payments, costs or losses you may incur as a result of your failure to confirm your break in study, withdrawal or transfer promptly in writing in accordance with the University's process.
- 6.3.5 The University will not refund to you any Tuition Fees paid on your behalf by a third party.
- 6.3.6 Any refunds or credits will be made by the same means as the original payment was

made.

- 6.3.7 The University will not refund to you the cost of a refused visa application and any associated expenses in case you aimed to pursue your study on the Course in the UK or to attend graduation in person.
- 6.3.8 You are entirely responsible to organise at your own cost access to and maintenance of adequate IT equipment (with appropriate hardware and software) and a reliable broadband connection to the internet for the duration of your Course. The University will not assist you with any such costs.
- 6.3.9 Online Students will not be eligible to the University's student discounts of charges and fees unless expressly stated in the discount offer that the discount applies to Online Students.

6.4 Debts

- 6.4.1 If at any stage during your study outstanding Tuition Fees arise, the University reserves the right to charge you interest on the outstanding balance on a daily basis at an annual interest rate of 2% above the base rate of HSBC until all outstanding Tuition Fees and interest are paid.
- 6.4.2 The University reserves the right to withdraw you from your Course and to withhold all Services until all outstanding Tuition Fees and interest are paid and/or terminate the Enrolment Contract between you and the University.
- 6.4.3 Before exercising its rights under clause 6.4.2, 6.4.4, 6.4.5 or 6.4.6, the University will give you reasonable notice of its intentions, allow you the opportunity to make representations and take those representations into account in deciding how to proceed.
- 6.4.4 If, at the end of an Academic Year which is not the final year of your Course, you are in debt to the University for Tuition Fees, the University reserves the right not to allow you to enrol on your Course in the next Academic Year.
- 6.4.5 If you are in the final year of your Course, the University will not release your certificate, or a letter of confirmation of award, until all Tuition Fee debts to the University are paid.
- 6.4.6 If you are in debt to the University for Charges related to any of the Services provided in association with your Course, the University reserves the right to withdraw that Service until outstanding debts are paid.

7 Students' Union

- 7.1 All Online Students are automatically registered as members of the Students' Union unless you notify the President of the Students' Union that you do not wish to register.
- 7.2 Details of the procedures for opting out of membership and other information relating to the Students' Union are available on MyHallam.
- 7.3 The University shall not unfairly disadvantage any Online Student because they

are not a member of the Students' Union.

8 Ownership of Online Students' work

8.1 General Principle and Exceptions

8.1.1 As a general principle the University recognises that each Online Student is the owner of the Intellectual Property he/she creates in the course of his/her studies ("**Student IP**"), subject to the following exceptions:

- a. Online Students employed, sponsored or funded by third party organisations, wholly or partly;
- b. Online Students undertaking a wholly or partly sponsored project;
- c. where the Intellectual Property is generated as a result of collaborative work, for example with other students, or with members of staff (or where the work being undertaken derives from the Intellectual Property of University staff or the University);
- d. Online Students studying on Modules which have as a primary or substantial purpose the creation of Intellectual Property;
- e. other exceptional circumstances which may apply.

8.1.2 In the circumstances in clause 8.1.1 a-e, the ownership and exploitation of the Intellectual Property will either be governed by a pre-existing agreement which takes precedence over these Online Student Terms and Conditions, or an agreement between the parties will be required governing ownership and exploitation.

8.1.3 Where Intellectual Property is shared between Online Students and University staff, the procedure for calculating and distributing the sums payable to individual creators is set out in the 'Intellectual Property Regulations for Students'*.

8.2 Non-commercial licence to the University

8.2.1 Each Online Student grants to the University a continuing, non-exclusive, world-wide, irrevocable, royalty free licence to use his/her Student IP, including the right to sub-license for non-commercial use and academic and research purposes.

8.2.2 Where the University makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by Online Students.

8.2.3 An Online Student may request that his/her specified Student IP be treated as confidential, and the University shall not unreasonably refuse such a request. Any such requests should be made to the University's Research and Innovation Service.

8.3 Provisions continue beyond the termination of your Enrolment Contract

The provisions of this clause 8, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Enrolment Contract between you and the University, however caused.

9 Data Protection

- 9.1 The University is required as data controller to comply with data protection laws when processing personal data and/or special categories of data, as defined by those laws.
- 9.2 As a public authority, the University has appointed a Data Protection Officer who can be contacted at DPO@shu.ac.uk.
- 9.3 The University will process your data in accordance with its 'Privacy Notice for students and applicants and enquirers for Online Courses'*. This privacy notice is part of the Regulations Applicable to Online Students.
- 9.4 The 'Privacy Notice for students and applicants and enquirers for Online Courses''* sets out information on the purposes for which personal data is held on enquirers and applicants for Courses, Potential Students and Online Students, the categories of data held, the safeguards in place, organisations to whom the University may disclose your personal data and Online Students' responsibilities.
- 9.5 The University has set out the roles and responsibilities of staff in its 'Information Governance Policy'.
- 9.6 The University will inform you of your obligations when you process personal data in the course of your studies.
- 9.7 Online Students are required to abide by a document entitled 'Use of personal data by students: Your responsibilities'.
- 9.8 The University will inform you of your rights as an individual data subject, and has processes in place to allow you to exercise those rights.
- 9.9 The University will ensure that it has in place appropriate organisational and technical measures to ensure a level of security appropriate to the risk.
- 9.10 You are required to provide the University with your contact details and to keep these up to date throughout the duration of your Pre-Enrolment Contract and Enrolment Contract.

10 Liability

10.1 General

- 10.1.1 The University cannot accept responsibility, and expressly excludes liability to the extent permissible by law, for:
 - a. your failure to secure the necessary use of IT equipment and reliable broadband connection to the internet;

- b. all damage to your property (including to personal IT equipment) unless it is caused by the negligence or default of the University or its staff;
- c. the non-return of work submitted for assessment;
- d. personal injury or death except in so far as it is caused by the negligence of the University or its staff;
- e. all indirect and consequential losses, however arising; and
- f. loss of opportunity and loss of income or profit, however arising.

10.1.2 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Tuition Fees paid by or on behalf of the Potential Student or Online Student to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.

10.1.3 The University will consider individual circumstances via the relevant student or applicant complaints procedure.

10.2 Exclusion of liability for events beyond reasonable control

10.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under the Pre-Enrolment or Enrolment Contract if such failure or delay is due to any cause beyond that party's reasonable control.

10.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, threat of terrorist attack, invasion, occupations, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, natural disaster, failure of public or private telecommunications networks, industrial action, strikes, lock-outs, labour disputes (including labour disputes involving the workforce of any third party) and acts of God.

10.2.3 Should the University be affected by any events beyond its reasonable control, it will take the steps described in clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and/or implement as appropriate its Student Protection Plan, incident management policy and/or business continuity plans.

10.3 Connecting Student's personal IT equipment to the University network

10.3.1 Online Students may connect personal IT equipment to the University network by complying with the 'Regulations for the Use of IT Facilities and Learning Resources'*.

10.3.2 Online Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the University accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the University or its staff, and provided always that the University accepts no liability for any indirect and consequential losses.

11 Termination of Pre-Enrolment or Enrolment Contracts

11.1 Termination of Pre-Enrolment or Enrolment Contracts by the University

11.1.1 The University may without liability terminate your Pre-Enrolment or Enrolment Contract at any time immediately by written notice if you are in material breach of the Online Student Terms and Conditions or Regulations Applicable to Online Students, and in particular in the following circumstances:

- a. if you have provided false, incomplete or misleading information in relation to your application for admission to or your enrolment at the University;
- b. if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Course;
- c. where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet any occupational health requirements, or you lose the right to reside and study in the UK;
- d. if you fail to meet the requirement to enrol in the first year of your Course or fail to re-enrol in subsequent years within the required timescale;
- e. where it has been found that you have breached the 'Disciplinary Regulations for Students';
- f. if following the University's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for Online Students' performance for your Course in accordance with the Regulations Applicable to Online Students, including but not limited to unsatisfactory standard of work, failure to meet specified online attendance requirements, failure to submit course work, complete assessments and/or meet Course deadlines, or failure to adhere to professional standards for training purposes;
- g. if you fail to pay the Tuition Fees by the due date notified to you by the University. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

11.1.2 The effect of the University terminating your Pre-Enrolment or Enrolment Contract under clause 11.1.1 or under any other provision of the Online Student Terms and Conditions will be that you will either be refused enrolment to the University or you will be required to withdraw from the University immediately and you will no longer be entitled to commence or continue your Course.

11.2 Termination of Pre-Enrolment or Enrolment Contracts by the Student

11.2.1 If you decide, prior to Enrolment in your first year on the Course, not to take up a place offered to you, you must notify us immediately in writing and in any event prior to the date upon which Enrolment is scheduled to take place.

11.2.2 Online Students may take a break in study, withdraw or transfer to another institution

at any time after Enrolment, but are strongly advised to discuss the implications in advance with relevant University staff (including their college, the disabled student support team, the international student support team and/or student counselling and advice services) and their sponsor/employer/funding body, as applicable, since such decisions can have significant implications.

- 11.2.3 Online Students must notify the University in writing by email studentsuccess@online.shu.ac.uk in order for a break in study, withdrawal or transfer to take effect, and follow any applicable policies/processes.
- 11.2.4 You will continue to be considered as enrolled for Tuition Fees purposes until the University is properly notified otherwise in writing.
- 11.2.5 Online Students taking a break in study, withdrawing or transferring to another institution after Enrolment are entitled to a refund of their Tuition Fees for Modules which have not yet started. No refunds are given for Modules the start date of which has passed (see clause 6.3).

12 Notices

- 12.1 On your first Enrolment, you will be allocated 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 us. You are expected to check your University email account regularly. Any communication sent to you at your University email account will be regarded as properly sent and received by you.
- 12.2 Any notice served by the University under these Online Student Terms and Conditions and any correspondence from the University shall be deemed to have been served on the day of transmission if sent by email, or two working days after dispatching to the address notified to the University by you if sent by post.
- 12.3 The University shall be entitled to assume that the last address notified by you to it on your online student record is your current address, and therefore you must keep the University informed of any changes to this address.
- 12.4 Any correspondence from the Student to the University should go to the email or address specified for such correspondence in these Online Student Terms and Conditions or the Regulations Applicable to Online Students or if an address is not specified, to the general University address:
University Secretary
Sheffield Hallam University
City Campus, Howard Street
Sheffield S1 1WB
- 12.5 Such correspondence shall be deemed to have been served on the University two working days after emailing or posting.

13 Changes to the Online Student Terms and Conditions, severance and Contract variations

13.1 Changes to the Online Student Terms and Conditions

13.1.1 The University reserves the right to make reasonable changes in accordance with clause 13.1.2 to these Online Student Terms and Conditions.

13.1.2 Changes will only be made in order to:

- a. comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
- b. comply with any changes requested by any regulatory or any funding body;
- c. implement legal advice, national guidance or good practice;
- d. make them clearer or more favourable to you;
- e. rectify any error that might be discovered in due course.

13.1.3 These changes will normally come into effect at the beginning of the next Academic Year, although the University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Online Students or required by law.

13.1.4 The University will usually give prior notice to Potential Students and Online Students when changes to the Online Student Terms and Conditions are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.

13.1.5 Where changes are made to the Online Student Terms and Conditions, the University will take reasonable steps to mitigate the impact on Online Students wherever reasonably practicable.

13.1.6 If you have any concerns about the rationale for or effect of any change, please contact the Head of Student Policy and Compliance (see clause 17 for contact details).

13.1.7 Any new editions of the Online Student Terms and Conditions shall be made available on the Website and on MyHallam, are available to read at Enrolment, and may be publicised by other means so that you can be aware of any changes.

13.2 Severance

In the event that any term, condition or provision contained in the Online Student Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Pre-Enrolment or Enrolment Contract between you and the University without affecting the remaining Online Student Terms and Conditions which shall continue to be valid.

13.3 Contract Variations

13.3.1 If the University permits you to transfer between Courses or defer your place, such transfer or deferral shall be treated as a variation of your Pre-Enrolment or Enrolment Contract with the University and will be subject to your continued acceptance of the Online Student Terms and Conditions and Regulations Applicable to Online Students which apply to your deferred entry or new Course.

13.3.2 No other variation or amendment to your Pre-Enrolment or Enrolment Contract may be made by you without the prior written consent of the University.

14.12 Following a transfer or deferral, the University shall amend your Contract Information, if necessary, before you start or recommence your Course, and your Enrolment on the Course shall constitute your consent to the variation.

14 Status of the Online Student Terms and Conditions and your Contract Information

14.1 All Services provided to you by the University are subject to these Online Student Terms and Conditions and your Contract Information together with any previous written or oral representations given or made by the University or any representatives of the University unless expressly stated otherwise.

14.2 Any failure of or delay by the University or an Online Student in relation to the exercise of its rights under the Pre-Enrolment or Enrolment Contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

14.3 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information, and the Contracts (Rights of Third Parties) Act 1999 is excluded.

15 Law and Jurisdiction

Your Pre-Enrolment and Enrolment Contracts shall be governed by and construed in all respects 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.

16 Headings

The headings in these Online Student Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

17 Queries and complaints

Queries about your Contract Information should be addressed to:

The Head of Student Policy, Casework and Compliance
Sheffield Hallam University
City Campus, Howard Street
Sheffield S1 1WB

If you have any queries, concerns or complaints relating to the processing of your application, please contact:

Admissions and UK Recruitment
Sheffield Hallam University
City Campus, Howard Street
Sheffield S1 1WB

The University has a 'Student Complaints Policy and Procedure'* and an 'Appeals and Complaints Procedure for Applicants'*.

18 VERSION CONTROL

Version Control	Authority	Approval Date	Effective Date
New set of Online Student Terms and Conditions adopted (v1.0)	Board of Governors	[<i>date of approval</i>]	3/06/2024

ANNEX
LIST OF COURSES
valid from 3/06/2024