

Terms and conditions – 2025 entry (Taught Programmes)

Context for Study at College of Agriculture, Food and Rural Enterprise (CAFRE)

Students admitted to the BSc Agricultural Technology shall be taught at CAFRE and at Queen's over the course of the 3 or 4 years of the programme, by CAFRE and Queen's staff. The one-year placement (for degree with Professional Studies) and 16 weeks placement (for those undertaking the degree only) is managed by Queen's.

Students admitted to the PG Certificate/PG Diploma/Master's degree in Business for Agri-Food and Rural Enterprise shall be taught at CAFRE by its staff for the entirety of the programme(s).

The following Terms and Conditions highlight where University regulations apply, and where CAFRE regulations apply.

This document sets out the terms and conditions upon which an applicant to The Queen's University of Belfast through CAFRE may be made an offer or enrolled on our programmes. We will review and, if appropriate, update aspects of these terms and conditions annually. If the changes affect you directly, you will be notified.

In this document the terms "we", "our", "us" and "the University" refer to The Queen's University of Belfast.

Introduction

- 1. The following terms and conditions, together with the regulations and policies listed at Annex A, are referred to collectively as the "Terms". The Terms provide you with information about the University's policies and regulations. They also define our obligations to you and your obligations to us.
- 2. By accepting an offer of a place made to you by the University, and/or enrolling, you agree to comply with and be bound by the Terms. It is therefore important that you read the Terms carefully and make sure that you understand them before accepting your offer. These Terms form part of the contract between you and the University ("the Contract").
- **3.** You will be asked to re-confirm your acceptance of the Terms, including any changes notified to you, when you re-enrol each academic year.

Your Application and Offer

4. The University's offer to you may be conditional or unconditional. Where your offer is conditional, the conditions you need to fulfil to be admitted to the programme of study will be set out in your offer. Conditions may be academic and/or non-academic. Please note that all offers made by the University, whether conditional or unconditional, are subject to the Department for the Economy (Northern Ireland) restrictions regarding the total number of undergraduate students admitted.

- 5. The offer of a place may be withdrawn if either you have not replied accepting the offer by the date specified or the conditions set out in your offer have not been fulfilled by the required date. The reply deadlines for undergraduate applicants are specified by UCAS and postgraduate applicants should refer to the reply date notified as this is dependent on when the offer is made. If you are an undergraduate applicant, the conditions of your offer must be fulfilled by the results outstanding deadline date specified by UCAS, unless an earlier date is specified in your offer.
- 6. The University may require you to provide satisfactory evidence of your qualifications before admission. Failure to provide satisfactory evidence to us, before the required deadline, may result in the termination of your offer, revocation of your registration as a student of the University and the cancellation of the Contract.
- 7. By accepting the offer of a place at the University, you confirm and declare that all information you have provided to us is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or relevant information has been omitted, your offer may be amended or withdrawn and any deposit paid may be withheld. The Contract and your registration at the University may, therefore, be terminated.
- 8. If you are deemed to be an international, EU Other, or GB/ Islands student for fees purposes, then your offer is made on that basis. In Northern Ireland, fee status must be determined in accordance with The Student Fees (Qualifying Courses and Persons) Regulations (Northern Ireland) 2007, as amended. Guidance on the regulations determining tuition fee status for the purposes of higher education in Northern Ireland can be found on the <u>UKCISA (UK Council for International Student Affairs) website</u>. The University is solely responsible for assessing an applicant's tuition fee status in line with The Student Fees (Qualifying Courses and Persons) Regulations (Northern Ireland) 2007 as amended.

Any decisions made by third parties in relation to student support and other funding arrangements are outside of the University's remit and will have no bearing on the fees status assessments we make which are governed by Northern Ireland's student fees legislation.

Details of tuition fee parameters are outlined in Section 3 of the Student Finance Framework incorporating the Tuition Fee Payment Procedure available at <u>https://www.qub.ac.uk/Study/Feesandfinance/https://www.qub.ac.uk/Study/Feesandfi</u>

<u>nance/</u>. If the assessment of your fee status subsequently changes, then your application may be reassessed and your offer may be withdrawn. In accepting your place, you are confirming that you accept your assigned fee status. If you think your fee status is incorrect, please refer to our Fee Status guidance at

https://www.qub.ac.uk/Study/Undergraduate/How-to-apply/Feestatus/

and Fee Appeals Process in the Student Finance Framework available at <u>https://www.qub.ac.uk/Study/Feesandfinance/</u>.

Registration

9. To become a student of the University you are required to demonstrate that you have the right to study in the UK when you enrol and register at the start of your proposed programme of study. You will then re-enrol annually thereafter for each subsequent year of study. You are required to enrol at QUB every year and you are required to enrol at CAFRE for year 1 and 2 undergraduate studies and each year of postgraduate studies. If University enrolment and registration are not completed, without good reason, before the end of the second week of the first semester of each year you will be deemed to be withdrawn by the University.

- **10.** By enrolling and registering you confirm that you will abide by the regulations and policies of the University and CAFRE where appropriate, listed at Annex A, and that you are liable for the payment of your full tuition fee and any other charges, based on the modules you are enrolled on (See clause 14 below). Enrolling in each subsequent year of study, and your progression on your programme, is subject to you having made satisfactory academic progress and/or by permission of the relevant Board of Examiners.
- 11. Every person by enrolling and registering to become a student of the University makes the following undertaking: 'I do hereby promise that I will conform to the Statutes of the University and to all Regulations, Rules and Policies, including the Student Charter.' The Statutes of the University are available at https://www.qub.ac.uk/about/Leadership-and-structure/Registrars-Office/University-Governance/. The Student Charter is available at http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/StudentCharter/. The Regulations, Rules and Policies are listed at Annex A.
- 12. If you are subject to UK immigration control, you must demonstrate that you have appropriate immigration status in order to be eligible to enrol or register. By enrolling and registering, you confirm and declare that you will abide by the terms of your visa conditions, Tier 4 / Student Route compliance requirements (if applicable) and relevant UK Home Office rules. Any breach may result in the University withdrawing sponsorship and therefore termination of registration at the University.
- **13.** Unless you have already disclosed via UCAS or the online Direct Application Portal (PGT applicants), you must disclose to the University, in writing, if you
 - (i) have, or after enrolment and registration acquire, an unspent criminal conviction for a relevant offence*); or
 - (ii) are subject to a Non-Molestation Order or an Order under the Protection from Harassment Order (Northern Ireland) 1997, in which the complainant is a member of the University, or an Anti-Social Behaviour Order or a Sexual Offences Prevention Order; or
 - (iii) are subject to a police investigation and/or who are subject to pre-charge, police or court bail conditions for a relevant offence*; or
 - (iv) are summonsed in relation to a relevant offence*; or
 - (v) are enrolled on a programme covered by the Fitness to Practise Procedure and are subject to police investigation and/or pre-charge or court bail conditions or acquire a criminal record, after admission and before graduation, relating to any criminal offence.

Disclosure should be made in writing within two working days of your place being confirmed, or if after enrolment, within two working days of acquiring the conviction, becoming subject to a relevant Court Order, becoming aware of the investigation or being summonsed to appear in court.

*See Regulations for Students, Regulation 5.22

Regulations for Students | Academic & Student Affairs | Queen's University Belfast (qub.ac.uk)

and Student FAQs

<u>Criminal Offences - Frequently Asked Questions | Academic & Student Affairs |</u> <u>Queen's University Belfast (qub.ac.uk)</u> for what constitutes a relevant offence.

The Director of Education and Student Services will consider this disclosure, may consult with senior colleagues and/or other appropriate persons and will, where appropriate, invoke the University's Conduct Regulations and/or the Interim Measures Regulations. Failure to disclose the required information may constitute a disciplinary offence. Disclosure is for the purpose of assessing the risk of harm or injury to other

students, staff, visitors or other users of University facilities or to its reputation. If you would like more information about the process please contact Academic Affairs (appeals@qub.ac.uk) or call 208 9097 5007. See also Annex A.

Tuition Fees

- 14. Information about our tuition fees and related charges is summarised in the Student Finance Framework incorporating the Tuition Fee Payment Procedure available at http://www.qub.ac.uk/Study/Feesandfinance/. Where other costs directly related to your programme of study are likely to be incurred, these will be set out in your programme information. You are responsible for payment of any such costs. By accepting your offer you confirm that you have received sufficient information on the programme that you have chosen and are aware of the associated fees and payment terms.
- **15.** Your tuition fee will be determined by a combination of factors, including whether you are an undergraduate or postgraduate student, whether you are studying full-time or part-time and your tuition fee status. Your tuition fee status is determined by whether you are a NI, ROI, GB/Islands, EU Other or International student as defined in the Student Finance Framework available at http://www.gub.ac.uk/tuitionfees.
- 16. Details of the tuition fee setting and approval mechanism are included in the Student Finance Framework available at http://www.qub.ac.uk/Study/Feesandfinance/. Tuition fees, and any subsequent fee increases, for NI and ROI students are set by the Northern Ireland Government, Department for the Economy. The University reviews its GB/Islands, EU Other and International student tuition fees and related charges annually. The level of your fees will be determined based on the first year that you commence your studies on the programme (your Admit term) and in subsequent years this tuition fee may be subject to an inflationary increase. Once fees are confirmed each year, they will be published in the Tuition Fee Schedule at https://www.qub.ac.uk/Study/Feesandfinance/.

Information on postgraduate fees for CAFRE programmes can be found at the attached link <u>Master's Degree in Business | CAFRE | QUB</u>

- **17.** In order to secure a place on your programme, you may be required to pay a deposit. If a deposit is required, you will be advised accordingly in your letter of offer. If you do not pay the deposit in accordance with the payment terms advised, your application shall be withdrawn without further notice.
- 18. Any deposit you pay will be offset against the balance of tuition fees owed to the University. You will only be entitled to a refund of any deposit in accordance with Section 6 of our Student Finance Framework available at http://www.qub.ac.uk/Study/Feesandfinance/.
- **19.** At University registration, tuition fees and other related charges for full-time undergraduate and postgraduate students must be either paid in full, or a commitment given to pay these using one of the approved payment options. A non-refundable payment of 25% of the calculated tuition fee is due at enrolment. Full details of these payment options are available at http://www.qub.ac.uk/Study/Feesandfinance/. All students shall adhere to the financial policies of CAFRE. http://www.cafre.ac.uk/student-life/student-policies
- **20.** In the event that your tuition fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to implement

our debt management procedures including one or more of the following: refuse to permit you to continue on your programme of study; suspend you from the University, and terminate the Contract (without incurring any liability to you) in accordance with the below:

- (i) Refusal to permit you to continue your programme of study The University reserves the right to restrict student access to learning resources including "Canvas", the University's virtual learning platform, and other IT and library facilities These restrictions shall continue until arrangements are made by the Student to pay the outstanding fees in accordance with the Student Finance Framework incorporating the Tuition Fee Payment Procedure available at <u>https://www.qub.ac.uk/Study/Feesandfinance/</u>.
- (ii) Suspension The University reserves the right to terminate your defaulted payment plan and suspend you from the University. All Students subject to suspension shall not be permitted to register in the next academic year or be permitted to graduate. In not being able to graduate, by default, Students shall not be eligible to obtain a degree, diploma, certificate, or other academic award granted and conferred by the University, attend a graduation ceremony, or receive a transcript of marks.
- (iii) **Termination of contract** The University reserves the right to expel the Student from the University and terminate their contract without incurring any liability to the Student.
- 21. If a Student holds a UK Visa and Immigration (UKVI) Student Visa and/or is sponsored by the University and subsequently withdrawn from their programme of study due to non-payment of tuition fees in accordance with clause 20, the University reserves the right to withdraw sponsorship of the Student Visa and to notify UKVI that sponsorship of the Student Visa has been withdrawn.
- 22. A refund of tuition fees may be made, if you withdraw from your programme of study. Refunds are calculated with reference to the date of withdrawal from the University and will not be actioned if the withdrawal procedure has not been followed correctly. Details of fee liability dates are outlined in Section 5 of the Student Finance Framework, incorporating the Tuition Fee Payment Procedure available at <u>http://www.qub.ac.uk/Study/feesandfinance</u> For details of Appeals processes in respect of Fee payments, please refer to Section 9 of this document.
- **23.** If payment of your tuition fees is being met by a third party and the third party fails to make payment, then you will be personally liable for the tuition fees or any outstanding balance of fees.
- 24. The University will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

Changes to Your Programme

- 25. We prepare our prospectus and online information about our programmes with care and every effort is made to ensure that the information is accurate. The printed version of the prospectus is, however, published at least a year before our programmes begin. Information included in the prospectus may, therefore, change before you receive your offer. Updates and changes will be published online, so you should check our website for the most current information before you accept your offer.
- **26.** The University has made available, via the CourseFinder webpages (<u>http://www.qub.ac.uk/courses/</u>), information on your programme of study, and we will endeavour to deliver programmes as described. It is a standard of good practice,

however, that programmes are regularly reviewed and as a result, changes may be made. Changes have been categorised into Major Programme Changes and Minor Programme Changes. The definitions of Major Programme Changes are available at: <u>Major Changes to Existing Programmes | Academic & Student Affairs | Queen's</u> <u>University Belfast (qub.ac.uk)</u>. All other changes, including changes to optional modules are defined as Minor Programme Changes.

- 27. The University will, where required and reasonably practicable, consult with students enrolled on a programme of study before any Major Programme Change is made. This consultation will usually be managed through Student Voice Committees and student representatives on School (or College) Education Committees (or equivalent). In all cases where a Major Programme Change is made, we will communicate to students and applicants, affected by the change, at the earliest possible opportunity. In most cases, this will be in the academic year before the change happens. Minor Programme Changes will be updated in the relevant programme specification which will be available on the University's website.
- **28.** Where a programme is accredited by a professional body, we may be required to change the programme to meet the professional body's requirements.
- **29.** The range and content of optional modules will change over time. Your programme information sets out the optional modules currently available for the programme, but the options listed may not run in any given year. Delivery of optional modules may depend on student demand, staff availability and developments in the subject.
- **30.** The University's portfolio of programmes changes over time, with new programmes being introduced, and others being withdrawn. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered for the programme to complete it within the normal period of study. We will notify you of any changes as detailed in Clause 26 above.
- **31**. In the unlikely event that we make a Major Change to your programme of study and any such change adversely affects you, or if we discontinue your programme of study, we will seek to offer you a suitable replacement programme. If we are unable to offer you a suitable replacement programme, we shall endeavour to provide you with information and guidance regarding similar courses offered by comparable higher education providers. If you do not wish to accept our offer of a replacement programme or if we are unable to offer a replacement, you will be entitled to cancel the Contract and withdraw. In the event that you choose to withdraw, we will make a refund of tuition fees and deposits paid as per Section 5 of our Student Finance Framework, incorporating the Tuition Fee Payment Procedure available at http://www.qub.ac.uk/Study/Feesandfinance/.

Changes as a Result of pandemic or other similar pandemics

- **32.** The University will closely monitor any challenges posed by a pandemic, or similar event, and will keep any relevant government guidance under review, to ensure that the health and safety of our students and staff is maintained. In order to protect our students and maintain the quality of teaching and support, the University may have to implement Major or Minor Programme Changes in accordance with clauses 25 and 26 above, or other such reasonable adjustments in relation to your programme. These may include:
 - (i) alterations to programme delivery methods (including implementation of distance or IT based learning);
 - (ii) changes to programme timetables;
 - (iii) temporary delays; and/or

- (iv) temporary closure of the University/CAFRE premises.
- **33.** Should the University/CAFRE make any changes as a result of a pandemic, or similar event, you will be promptly informed of their nature, the reasons why they are needed and any options available to you to minimise any adverse impact. Please note that these clauses 31 and 32 shall not replace or otherwise prejudice the University's ability to rely upon any other legal right or remedy in respect of a pandemic or similar related event.

Cancellation

34. If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract. This can be done at any time within 14 days of the date of your acceptance of the unconditional or conditional offer. For undergraduate courses, this applies to your acceptance of an offer for a place as

either your firm or insurance choice. For postgraduate, it applies to your acceptance of an offer for a place on a programme.

- **35.** If you so wish to cancel the Contract, you should inform our Admissions and Access Service in writing, or by completing the cancellation form at http://go.qub.ac.uk/cancelcontract. If you cancel within the 14-day period, any advance payment or deposit made by you will be refunded in full.
- **36.** Notwithstanding your specific right above to cancel, you are also entitled to cancel the Contract and withdraw from your programme after expiry of the cancellation period (including after enrolment), by following our withdrawal procedure. If you cancel the Contract in this way, then you may lose all or part of the tuition fees or other payments paid by you, or on your behalf, in accordance with the University's refund policy in our Student Finance Framework, incorporating the Tuition Fee Payment Procedure available at

http://www.qub.ac.uk/Study/Feesandfinance/.

- **37.** Subject to your right of internal appeal and any requirement to pay fees, your obligations under the Contract will end if your application is withdrawn or your studies with the University are terminated. Termination may occur because:
 - (i) A request from us for additional information in support of an application or enrolment remains unanswered within the period stipulated;
 - (ii) You fail to enrol with the University and/or pay outstanding fees in accordance with our Student Finance Framework available at http://www.gub.ac.uk/Study/Feesandfinance/
 - (iii) Action has been taken against you in accordance with our:
 - a. Conduct Regulations:
 - b. Conduct Regulations | Academic & Student Affairs | Queen's University Belfast (qub.ac.uk);
 - c. Fitness to Practise Regulations: Fitness to Practise Procedure | Academic & Student Affairs | Queen's University Belfast (qub.ac.uk);
 - d. Procedure on Support to Fully Participate in Studies and/or University Life on the Grounds of Health and/or Safety
 - e. Procedure on Support to Continue in Study on the Grounds of Health and/or Safety | Student Centre | Queen's University Belfast (qub.ac.uk)
 - f. Procedures for Dealing with Academic Offences: <u>https://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicA</u> <u>ffairs/GeneralRegulations/Procedures/ProceduresforDealingwithAcade</u> <u>micOffences/</u>

- (iv) Action has been taken against you following the decision of a Board of Examiners;
- (v) There has been a breach of Tier 4 / Student Route visa conditions which has resulted in the University withdrawing sponsorship.
- **38.** In addition, we may end the Contract by written notice to you if:
 - (i) There is a change in your circumstances between accepting an offer and starting your programme, which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
 - (ii) We become aware of information about you which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
 - (iii) You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to your application for your programme;
 - (iv) We have reason to believe that you are not fully engaged with your studies, or that you may have left the programme without notifying us; or
 - (v) You fail to return from a period of temporary withdrawal, without prior approval of a further period of temporary withdrawal; or
 - (vi) A request for an exemption to the University's Regulations, Rules, Policies or Procedures is denied.

Complaints

39. If, as a registered student, you have a complaint about the University, you should follow our Student Complaints Regulations which can be found on our website. We aim to resolve any complaints you may have as promptly, fairly and amicably as possible. If you have a complaint about the quality of service from CAFRE you should follow CAFRE's complaints procedure.

Students with Disabilities

- 40. The University and CAFRE is committed to a policy of equal opportunity to Higher Education, and we seek to ensure that students with disabilities and/or long-term conditions have equitable access to all aspects of university life. We will, therefore, take all reasonable steps to ensure that all students can benefit from the full range of academic, cultural and social activities that are offered by the University. Therefore, while studying at CAFRE, it is the responsibility of CAFRE to take all reasonable steps to ensure that all students can benefit from the full range of academic, cultural and social activities that are offered by the University. Therefore, while studying at CAFRE, it is the responsibility of CAFRE to take all reasonable steps to ensure that all students can benefit from the full range of academic, cultural and social activities that are offered by CAFRE. Implementation of reasonable adjustments and provision of support is guided by the Special Educational Needs and Disability (Northern Ireland) Order 2005, Section 75 of the Northern Ireland Act 1988 and other relevant legislation. CAFRE has a separate Student Support service for students with disabilities whilst studying at CAFRE.
- 41. The <u>Student Disability Policy</u> outlines the University's commitment to ensuring students with disabilities and/or long-term conditions have equitable access to all aspects of University life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and avail of support through the University's Accessible Learning Support. Further details on the range of services available and to access support can be obtained from our website at https://www.qub.ac.uk/sgc/disability/.

Liability

42. The University and CAFRE shall have no responsibility or liability for loss or damage to

your personal property, or any injury to you (financial or otherwise), caused by another of our students or by any person who is not our employee or authorised representative. You may wish, therefore, to insure your personal property.

- **43.** The University and CAFRE will not be liable to you, in any manner whatsoever, for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you, if it is due to any event beyond our reasonable control including, but not limited to, force majeure events such as:
 - (i) Strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
 - (ii) Acts of God;
 - (iii) Pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
 - (iv) Governmental requisitioning, emergency planning or provision;
 - (v) War, protests, fire, flood, storm, tempest, explosion;
 - (vi) An actual, suspected or threatened act of terrorism;
 - (vii) Riot;
 - (viii) Civil commotion;
 - (ix) National emergencies;
 - (x) Breakdown of plant or machinery;
 - (xi) Actions or defaults of placement providers; or
 - (xii) Default of suppliers or sub-contractors.

Each of the provisions above is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect. In all such incidences reasonable steps will be taken to minimise the disruption to our services and any adverse impact on you.

44. The University and CAFRE will be liable to you for any loss or damage you suffer that is a foreseeable result of our breach of this agreement or if we fail to carry out our obligations under these terms and conditions to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. The University will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of these terms and conditions or if they were contemplated by you and us at the time we entered into this agreement.

Data Protection

- **45.** Any personal information provided by you will be processed by us in accordance with applicable data protection legislation and the University's <u>Data Protection Policy</u>.
- 46. Details of why we collect your personal data, how we collect this and what we do with your personal data, can be found in our Student Privacy Notice available from our website at: <u>https://www.qub.ac.uk/privacynotice/Students/</u>. The University's Data Protection Policy will not apply for any information that you provide directly to CAFRE. The CAFRE Fair Processing Statement can be found at: <u>Student registration | Student Support | Induction CAFRE</u> (see link at bottom of page)

Intellectual Property

47. Intellectual Property (IP) ownership will depend on your status as a student and the particulars of the case. In most cases self-funded or undergraduate students will own any IP rights they generate during their programme, including copyright in examination scripts, assignments and theses.

48. For students enrolled on postgraduate research programmes, particularly funded students, the IP rights they generate will normally belong to the University. IP is managed according to the University's IP Policy (see: https://www.qub.ac.uk/Business/Commercialisation/IP-and-innovation/IP-policy/). If you have any queries on IP, or your status as an inventor, you should contact the Research & Enterprise Directorate who can advise you.

General

- **49.** The Contract constitutes the entire agreement between the University and you in relation to its subject matter. If there is any inconsistency between these Terms and the other documents forming part of the Contract, the provisions of these Terms shall prevail. The Terms shall only be enforceable by the University, CAFRE and you.
- **50.** You should visit the University and CAFRE websites regularly to review any amendments to the regulations and policies referred to in the Terms. We will take reasonable endeavours to draw your attention to any significant changes to regulations and policies.
- **51.** Any failure or delay by us to exercise any right or remedy under the Contract, or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- **52.** If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- **53.** The Contract is personal to you; you are not permitted to transfer it or assign any of the rights and obligations under it, to a third party.
- **54.** The Contract does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- **55.** Clauses within this contract may be subject to the United Kingdom's changing relationship with Europe.

Law and Jurisdiction

56. Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland.

Annex A: Regulations and Policies Applying to Applicants and Students

Admissions Policies

There are two admissions policies, one covering undergraduate admissions: http://www.gub.ac.uk/directorates/MRCI/admissions/UndergraduateAdmissions/Undergradua teAdmissionsPolicy/. and the other postgraduate admissions:

http://www.gub.ac.uk/directorates/MRCI/admissions/PostgraduateAdmissions/PostgraduateA dmissionsPolicy/.

These apply to the admission of all undergraduate and postgraduate students and applicants are encouraged to read the relevant policy.

General Regulations (including Study Regulations)

(http://www.gub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/)

These are the official rules, made and maintained by the University, to support learning, teaching and assessment, and other aspects of the student experience, which all staff and students must abide by. University Regulations seek to ensure that all students are admitted, assessed and awarded in an equitable and consistent manner which maintains the academic standards of the University's awards. As such, the power to grant exemptions to the regulations is a discretionary power, held by the relevant academic governance committee on behalf of Academic Council, and will only be considered where exceptional circumstances are presented. There is no right of appeal where a student request for an exemption to the University Regulations has not been granted.

There are separate study regulations for undergraduate programmes, postgraduate taught programmes, and research degree programmes.

Regulations are reviewed and updated annually, and any significant changes to the regulations are communicated to students at the start of each academic year.

Student Misconduct Procedures

There are two student misconduct procedures, one covering academic misconduct (Procedures for Dealing with Academic Offences:

Procedures for Dealing with Academic Offences | Academic & Student Affairs | Queen's University Belfast (qub.ac.uk) and the other non-academic misconduct (Conduct Regulations: Conduct Regulations | Academic & Student Affairs | Queen's University Belfast (qub.ac.uk). These apply to all students of the University and include the definitions of and provisions for dealing with serious misconduct such as bullying/harassment and sexual misconduct. Whilst studying at CAFRE, matters relating to student misconduct in non-academic matters shall be considered under CAFRE's regulations (https://www.cafre.ac.uk/student-life/studentpolicies/). A report on the outcome of any disciplinary matter shall be forwarded to the partner institution.

Procedure on Support to Continue in Study on the Grounds of Health and/or Safety

This procedure may be used where there are serious concerns about a student's ability to continue to study on the grounds of health and/or safety. http://go.gub.ac.uk/SupportToStudy

Student Complaints Regulations

(https://www.gub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/GeneralRegula tions/Procedures/StudentComplaintsProcedure/)

This procedure sets out how the University investigates complaints from students relating to a

member of staff's conduct, course delivery or a service or facility at the University.

Failure to Disclose Information

Some programmes are exempt from the Rehabilitation of Offenders Act and students are required to disclose spent or unspent convictions and any relevant heath disclosures. If your programme is exempt from the Rehabilitation of Offenders Act, you will be asked either by UCAS (UG students) or on the Direct Application Portal (DAP) to declare the information as part of your application to the programme. It is the applicant's responsibility to check any specific programme requirements. Failure to disclose could jeopardise your offer and/or your enrolment status.

There are also specific disclosure requirements for courses leading to membership of a profession/professional body and/or for Fitness to Practise considerations. These requirements normally include disclosure of 'spent' convictions and may also include disclosures concerning health. Again, it is the student's responsibility to comply with relevant professional body standards.

For these courses you will be required to undergo a Disclosure and Barring Services (DBS) application, and other checks both prior to and post registration. The University will inform you when such disclosure and checks apply.

Student Route Visa Requirements

https://www.qub.ac.uk/sites/iss/StudentVisas/StudentVisaRequirements/)

This document sets out the terms and conditions for Tier 4 / Student Route (General) students receiving a Confirmation of Acceptance for Studies from Queen's University Belfast and enrolling as a full-time student at the University.

Student Finance Framework

http://www.qub.ac.uk/Study/Feesandfinance)

This provides a consolidated guide on all matters which have an impact on tuition fees and associated charges. The Framework incorporates a Tuition Fee Payment Procedure and a Fee Appeals Process.

Student Disability Policy

(http://www.qub.ac.uk/sgc/disability)

This outlines the University's commitment to ensuring students with disabilities and/or longterm conditions have equitable access to all aspects of University life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and register with the University's Accessible Learning Support.

Data Protection Policy

(<u>https://www.qub.ac.uk/about/Leadership-and-structure/Registrars-Office/Information-Compliance-Unit/Data-Protection/data-protection-policy/</u>) This policy sets out how the University holds and processes personal data.

Information Security Policies

(http://www.qub.ac.uk/directorates/InformationServices/Services/Security/#Policies)

These policies are intended to provide a framework for the use of the University's Information Technology resources. Application of these should be interpreted has having an allencompassing remit to include new and developing technologies and uses, to which explicit reference may not be made.