

University Code of Practice

Student Terms and Conditions (Professional Courses)

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Summary/ Description:

This document sets out the legally binding Terms and Conditions which form part of every contract between each student admitted to a professional course and the University.

Applicants for a professional course **must** be provided with a copy of this document when they register on a professional course at the University.

The document sets out the obligations and expectations placed on students and those placed on the University. Specifically, it sets out a number of significant or unusual terms of the contract. A table (in chapter V) provides a list of the Codes applicable to students on professional courses. It also sets out a number of important legal matters which govern the contract.

The document is set out and approved by the University as a Code within the Professional Course's Quality Handbook but it is also designed to be a free-standing document which will be sent to applicants in a 'durable medium' (that is a pdf which cannot be altered in that form) as well as being accessible on the University's website.

Reference should also be made to the Code on Recruitment, Selection and Admission (Professional Courses): PCQH:C4

This university Code has been written in accordance with the approach approved by the University to enhance clarity involving the following terminology: **must** = mandatory **should** = advisable **may** = desirable. Where these terms are used they are emphasised in bold.

TABLE OF CONTENTS

Table of contents	2
Introduction	3
Authority	3
Scope of the Code	3
Application to collaborative provision	3
Purpose of this document	3
Chapter I: Terms of Registration	4
Conditions of enrolment and participation	4
Significant or unusual Terms	5
Your right to cancel	7
Chapter II: What you can expect from the University of Gibraltar	7
University commitments	7
Changes to your course	8
Feedback and complaints	8
Chapter III: What the University can expect from you	9
Your responsibilities as a student.....	9
Tuition Fees and additional study costs	10
Chapter IV: Important legal information	11
Data protection	11
Suspension and termination	11
Liability and Insurance	11
Intellectual property	12
Notices	12
General	12
Chapter V: University Codes applicable to students	13
Table 1: University Codes– Professional Courses	13
Chapter VI: Contact details	14

INTRODUCTION

Authority

- 1 The Vice-Chancellor is the final arbiter of the application and interpretation of this Code of Practice as it relates to students on professional courses.
- 2 As this document forms part of the legally binding contract between the University and each student, these Terms and Conditions would be subject to the jurisdiction of the Gibraltar courts.

Scope of the Code

- 3 This Code applies to courses classified by the University as professional courses.
- 4 As this Code is intended for students, and is addressed to students in the way it is written, it is designed to be published as a free-standing document which will be provided to students:
 - (a) when they register on a University professional course
 - (b) when they are sent instructions about enrolment so that they can review its contents before formally enrolling, and
 - (c) by being readily accessible at all times through the University website.

Students of Professional Body awards will be subject to different conditions as set by the Professional Body of which they are a member.

Application to collaborative provision

- 5 This Code applies to all provisions. Whether that provision is delivered by the University or another approved provider in accordance with a formal legal agreement.

PURPOSE OF THIS DOCUMENT

- 6 This document is designed to ensure that prospective students are fully informed about the nature and content of the legal contract into which they will enter with the University if they enrol on a University of Gibraltar professional course. As such it is designed to set out the expectations that each student can legitimately have of the University as the provider of the course in terms of the nature and quality of the experience it provides. In return it also sets out the expectations that the University can have of you, including that you will actively participate in the learning experiences that are made available whether that be through attending lectures, tutorials or other activities and participating in the self-directed learning elements of the course, and that you meet the standards of behaviour and personal responsibility expected of university students.

- 7 As it is not possible to set out the full details of every Code that applies to you, this document provides a table setting out important Codes (see Chapter V).
- 8 **It is very important that you read this document carefully before accepting the University's enrolment offer, and if there is anything that you do not understand, you seek clarification from the University (using the contact details at the end of this document). It sets out the various rights and responsibilities that both you and the University have in relation to your study at the University.**
- 9 **By enrolling on a course you are at the same time accepting the Terms and Conditions set out in this document and entering into a contractual relationship with the University. As a binding contract the Terms and Conditions can only be varied by agreement in writing.**
- 10 This document does not apply to the provision of student accommodation. If you are offered a place in university accommodation this will be subject to a separate binding contract with its own Terms and Conditions which will be notified to you in writing with the offer of an accommodation place.

CHAPTER I: TERMS OF REGISTRATION

- 11 The process which the University will follow in considering an application for a place is set out in the Code on Recruitment, Selection and Admission (PCQH:C4).
- 12 This Code sets out the general entry criteria applicable to all applications and the responsibilities for making decisions.

When you register on a University professional course, you accept that the Terms and Conditions set out in this document apply to you as part of a legally binding contract with the University. Specifically, the conditions of enrolment set out below will apply.

Conditions of enrolment and participation

- 13 Your right to enrol on the course and your continued participation in the course is subject to the following conditions, that:
 - (a) you satisfy any conditions specified in the enrolment offer by the deadline stated
 - (b) you provide, if applicable, original evidence (translated into English if applicable) of the qualifications that entitle you to be admitted to the course, or photocopies authenticated by the awarding body, including in relation to any English tests where applicable
 - (c) prior to enrolment you provide proof of your identity (either in person or by post) in the form of the original of an accepted form of identification for verification
 - (d) if there are any changes in your circumstances which might mean you are no longer eligible to enrol or continue your course, you notify us in writing within 48 hours of the change in circumstances so that the University can determine whether you should be

permitted to enrol/continue your course. Circumstances of this kind include being charged with, or convicted of, a criminal offence

- (e) you enrol at the time and in the manner set out in the enrolment instructions
- (f) you comply with the attendance and submission requirements published in the course handbook, including attending compulsory teaching sessions, submitting assessed work and attending examinations
- (g) you comply with any Code or Standards of Professional Conduct set out for students on applicable professional courses.

Significant or unusual Terms

- 14 The following provides a number of Terms which you might not have anticipated and which the University should therefore draw to your attention.

Powers to exclude students from assessment or to terminate their course of study

- 15 Without limiting any right of the University, the following provides examples of when a student might be excluded from assessment, be suspended or a student's course of study may be terminated:

Academic reasons

- (a) academic misconduct including plagiarism, any form of cheating or examination offence
- (b) non-attendance at compulsory teaching sessions, non-submission of assessed work (including formatively assessed work), or non-attendance at an examination, or not adhering to specified mandatory attendance requirements. Such conduct could also result in the denial of reassessment which may therefore adversely affect a student's ability to progress on the course
- (c) professional misconduct (where the course leads to an entitlement to practise a profession and is governed by a code of professional conduct).

Non-academic reasons

- (d) proven disciplinary offences
- (e) obtaining a place on the course through providing false or misleading information
- (f) failure to notify changes in circumstances affecting eligibility to continue on the course (as mentioned in para. 13 (d))
- (g) ill health affecting your ability to study, or where this would put others at risk. (This might necessitate the University suspending you from your studies for a period of time).
- (h) behaviour causing concern or distress to fellow students or University staff.

Denial of re-admission to a course

- 16 A student whose course is terminated on grounds of academic or non-academic reasons may be denied opportunity to enrol on any further University course.

Power to revoke an award

- 17 The University is empowered to revoke any award, where the University is the Awarding Body, of a qualification where it is established to the satisfaction of the Vice-Chancellor that:
- (a) there was an administrative error in the award made under the procedures required by the University, including an error in calculating results
 - (b) the qualification was achieved in whole or in part through any form of academic or professional misconduct which has been investigated and judged proven by an investigatory panel
 - (c) the student obtained entry to a university course of study based on qualifications and/or experience which have subsequently been proven to be false or substantially misrepresented.

Maximum duration of courses

- 18 Each course has a maximum duration beyond which a student will be denied permission to continue studying. Therefore, any request to return to study where a student has withdrawn or been allowed to interrupt their studies (for any reason), or any permitted repeated period, is subject to completion of the course being possible within the maximum duration for the course.
- 19 The maximum duration is the end of the academic year of the course (unless a shorter period has been published to meet the requirements of a professional, statutory or regulatory body).

Appeals and complaints that will not be considered by the University

- 20 Applicants and enrolled students have rights to lodge an appeal about an academic decision and/or make a complaint about the standards of information and service provided by the University (see para. 29 onwards). Applicants/students are encouraged to try to resolve the matter informally first. If a formal appeal/complaint is to be submitted there are stated procedures which must be followed, including that an appeal or complaint is submitted within the published time limit (other than in exceptional circumstances). The following exclusions also apply:
- (a) an appeal will not be considered where it constitutes an appeal against 'academic judgement'; that is a challenge to the outcome of the admission decision or the outcome of an assessment (including any mark awarded) where that decision has been properly made in accordance with published procedures
 - (b) where the University judges that the appeal or complaint is malicious, frivolous or vexatious in that it is obsessive, harassing or repetitive, abusive in tone or language, insistent on pursuing unrealistic or unreasonable outcomes, designed to cause disruption or annoyance, or demanding disproportionate redress.

Your right to cancel

- 21 You have a right to change your mind and cancel the contract, and therefore not proceed with taking up a place at the University, provided that you inform the University in writing within 7 calendar days of registering on a course. That right to cancel within 7 days continues even if the course actually starts during those 7 days. You do **not** need to give a reason for cancelling.
- 22 If you exercise your right to cancel within the 7 days, and the course has already started and you have paid your tuition fees, you will be entitled to a refund of any fees that you have paid. Where the University has provided services to you it may be entitled to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the full coverage of the Contract) for the period between the services being provided and your notice of cancellation. Where that is the case, you will be informed of the amount and the basis on which the amount was calculated.
- 23 Any refund will be paid within 14 calendar days of you informing the University that you have cancelled the contract.
- 24 Where you are a member of a Professional Body the above terms and conditions may be superseded where relevant.

CHAPTER II: WHAT YOU CAN EXPECT FROM THE UNIVERSITY OF GIBRALTAR

University commitments

- 25 The University of Gibraltar commits to:
 - (a) providing you with tuition and learning support connected with the course that you are studying, with reasonable care and skill
 - (b) making available appropriate infrastructure and facilities to support your learning (including teaching and learning spaces, library and IT facilities and on-line resources)
 - (c) seeking to create a learning, working and social environment in which the rights and dignity of all its students and staff are respected, which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying
 - (d) providing you with information about your course and its units which is accessible and trustworthy
 - (e) providing you, where relevant, with guidance about good academic practice about your options and about your progress (including the consequences and what to do if things are not going well)
 - (f) providing you with appropriate personalised support in the form of reasonable adjustments if you experience specific difficulties for example arising from a disability or long-term illness

- (g) providing opportunities for students to engage in a partnership with the University by providing opportunities for you to feedback on courses, providing you with ready on-line access via Canvas the virtual learning platform to the University Codes that apply to you, and ensuring that these are maintained and kept up-to-date, and providing you with clarification and/or further information where you are unclear about a provision in a Code
 - (h) awarding you with the qualification to which you are entitled following successful completion of your University of Gibraltar professional course, where the University of Gibraltar is the awarding body. If you are enrolled on a Professional Body course this will be the Professional Body qualification
 - (i) if applicable, providing you with the appropriate official Certificate
 - (j) responding to, and seeking to resolve professionally and fairly, academic appeals or complaints submitted in accordance with the published appeals or complaints procedures.
- 26 The above commitments apply in respect of students who have enrolled (and re-enrolled for each subsequent period of study), and the commitments are subject to the remainder of these Terms and the University Codes. For example, the University will not issue a certificate to a student who is in debt to the University for tuition fees of more than £50, or award a qualification or (if applicable) permit a student's participation an award ceremony. A student who is proven to have committed a disciplinary offence may be suspended from their course or have their studies terminated depending on the seriousness of the offence.

Changes to your course

- 27 From time to time the University makes changes to its courses and their constituent units. These changes are made for good organisational reasons and may include changes to timetables, teaching staff allocation, and content and may be the result of internal or external factors. Changes will also be made in response to student feedback as part of our commitment to enhancing the quality of our courses.
- 28 We will communicate changes to you in a timely manner, and where appropriate and practicable involve you in decisions and/or explain the reasons for any changes.

Feedback and complaints

- 29 The University has a complaints procedures applicable if you wish to make a complaint about the standard of information or service provided by the University in relation to your experience of being:
- (a) admitted to the University on a course – Code on Recruitment, Selection and Admission (PCQH:C4)
 - (b) an enrolled student at the University – Code on Complaints by Students (PCQH:C2)
- 30 In both cases you are encouraged to seek informal resolution of the matter first, as often matters can be resolved quickly and easily, for example if there has been a misunderstanding or a mistake has been made.

- 31 The University also encourages you to provide constructive feedback about your experiences. We will ask for feedback about the admission process, and once you are enrolled as a student you will have a number of opportunities to provide feedback and provide your ideas to assist the University improve the quality of the student experience (for example relating to the content or structure of the course, to the way it is taught or assessed and relating to the facilities and services the University provides).

CHAPTER III: WHAT THE UNIVERSITY CAN EXPECT FROM YOU

Your responsibilities as a student

- 32 By enrolling on a Professional Course at the University you commit to:
- (a) complying with the conditions of enrolment set out in para. 13
 - (b) paying your tuition fees and any other fees payable to the University by the deadlines notified to you (see further para. 34)
 - (c) complying with the University Codes for professional courses (see further chapter V)
 - (d) notifying the University at any time during your course if information about you changes (such as your contact details), including information that affects your eligibility to be on the course (such as a criminal conviction)
 - (e) complying with other reasonable requests for information from the University
 - (f) taking responsibility for your learning and engaging with the learning opportunities provided (such as carrying out required independent study, attending classes and completing assessed work)
 - (g) notifying the University if your circumstances change to the extent that you need additional support to continue your studies or need a change in the support being provided to you – for example if you develop a long-term health condition or are diagnosed with a disability
 - (h) complying with the published procedures for applying for absence/extension for good cause and/or mitigating circumstances where there are exceptional factors such as illness affecting your ability to meet assessment/examination deadlines
 - (i) complying with the code of conduct or equivalent of any professional body if you are studying on a professionally accredited course. The University will also have an obligation to disclose to such bodies any information it considers to be relevant to a student's future professional accreditation.
- 33 You also have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling the University to discharge its legal duties with regard to health and safety, including implementation of the relevant University policies. It is a condition of enrolment for students that they also cooperate with the University in this respect.

Tuition Fees and additional study costs

Tuition fees

- 34 In return for undertaking your course you will be required to pay the University fees that are directly related to the University providing you with tuition and learning support connected to your course (Tuition Fees). Details of the University's tuition fees are published on the University's website. When you are asked to confirm your place on a professional course you will be informed of the fee which applies to you, via our application portal.
- 35 You should note that if a third party (such as a sponsor) is paying your fees you remain liable for the fees in the event that the sponsor fails to pay.
- 36 You may also be liable for additional tuition fees if you are permitted to repeat a course or course unit as a result of mitigating circumstances or following academic failure. This will be discussed with you at the time.

Additional study costs

- 37 Depending on the course you are studying there may be additional costs related to that course – which may not be payable to the University - for example professional body membership fees. Where this is the case you will be informed in writing along with the enrolment offer of what is required and anticipated costs.
- 38 For all courses there will be additional costs (some of which will not be payable to the University) that you are expected to cover, such as the purchase of books or related materials, and printing/photocopying.

Fines

- 39 You are advised that the University has the right to levy fines for such matters as:
- (a) the late return of library materials
 - (b) causing damage to library materials or other University property
 - (c) the late payment of tuition or other fees.

Other penalties

- 40 The University has the right to do any or all of the following in the event that tuition fees remain outstanding after the due date for payment:
- (a) suspend or terminate your registration as a student of the University
 - (b) prevent you from re-enrolling on your course
 - (c) withhold any entitlement to attend an award ceremony (where applicable)
 - (d) withhold any award you are entitled to, and/or
 - (e) take legal action against you to recover the outstanding Fees and any interest on those amounts.

- 41 Note that actions (a) to (e) above apply only to Tuition Fees and not to additional study costs or fines, or to any fees payable to the University for, or relating to, student accommodation.

CHAPTER IV: IMPORTANT LEGAL INFORMATION

Data protection

- 42 The University is bound by the requirements of the European Union General Data Protection Regulation (GDPR) introduced in 2018 and the existing data protection framework in place within Gibraltar overseen by the Information Commissioner's Office of the Gibraltar Regulatory Authority (GRA). The University has a suite of data protection policies underpinned by robust internal processes to safeguard the personal data it obtains and processes relating to students, staff, website users and others ensuring strict adherence to the legislative framework.

Suspension and termination

- 43 The University may end the Contract therefore terminating your course immediately by giving you notice if:
- (a) you fail to pay any Fees when due or
 - (b) any of the conditions of enrolment set out in para. 14 are not met at any time.
- 44 If you are suspended from the University in accordance with University Codes, the University's obligations under the Contract are suspended for the duration of your suspension.
- 45 If your course is terminated in accordance with the University Codes, the Contract automatically ends with effect from the date of the termination.

Liability and Insurance

- 46 **Your attention is particularly drawn to this clause because it imposes certain restrictions on the University's potential liability to you.**
- 47 The University does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of the University's negligence, fraud or fraudulent misrepresentation or for any other liability which the University cannot limit or exclude by law.
- 48 Subject to paragraph 47, the University does not accept any liability for loss that does not flow naturally from a breach of its obligations under these Terms. This is often referred to as indirect or consequential loss. In addition, particular types of loss that the University does not accept liability for, whether direct or indirect and whether considered a possibility at the time the contractual relationship came into effect, are loss of earnings (including delay in receipt of potential earnings), loss of opportunity and loss of profit.

- 49 The University does not accept responsibility for any loss or damage to your property. You are advised to arrange relevant insurance against theft and other risks before coming to the University.
- 50 Subject to the above provisions, the University's total aggregate liability to you arising out of or in connection with these Terms and/or your period of study at the University (whether in contract, tort or otherwise) shall in no circumstances exceed an amount equivalent to twice the total Fees payable by you in connection with your Course. Please note that Fees does not include the costs outlined in paras. 34-40.

Intellectual property

- 51 Intellectual Property (IP) means any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.
- 52 If during the course of your studies you have access to confidential information belonging to the University or a third party, you agree that you will only use that confidential information in connection with your studies and on such terms and conditions as have been agreed and notified to you and you will not without the prior consent of the University or the third party to whom it belongs disclose such confidential information.

Notices

- 53 Any notice or other information relating to the formal relationship between you and the University that you need to give to the University, or that the University needs to give to you, must be in writing and may be given by hand or sent by e-mail or post. The University will use e-mail as a primary means of communication for sending you this information, although any particularly important documents will also be sent by post to your last recorded address.
- 54 You should check your University e-mail account regularly, as the University cannot be held responsible for the consequences of any messages that you have not read or if messages are lost or delayed when automatically forwarded to a personal e-mail address (e.g. Hotmail, Gmail, etc). You are responsible for maintaining up-to-date address and other contact details. Any notices or information sent to your last recorded address will be deemed to have been properly given.
- 55 The University will also draw your attention to important information through announcements on the University's website and Canvas.

General

- 56 These Terms and the relationship between the University and you shall be governed by and interpreted in accordance with Gibraltar law. Both the University and you agree to the exclusive jurisdiction of and to accept the authority of the courts of Gibraltar.

- 57 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.
- 58 The University may need to make changes to these Terms from time to time. While we will try not to make changes, if we do, we will act reasonably and notify you of changes by posting the updated Terms on the University website and drawing the specific changes to your attention and, where reasonably practical, providing notification to you (whether to you specifically or generally to the University student population).

CHAPTER V: UNIVERSITY CODES APPLICABLE TO PROFESSIONAL COURSE STUDENTS

- 59 The following table sets out the most important Codes which will apply to your professional course studies at the University, and how to access them. These are detailed documents which are necessary for the effective running of the University. Contact details are provided at the end of this document if you have any queries about anything contained in these documents or have difficulties accessing them. (Reference numbers – column 2 – relate to the number allocated as part of the Professional Course’s Quality Handbook).

Table 1: University Codes: Professional Courses

Document title	Ref No.	Purpose
Student Terms and Conditions	A1	(This document)
Academic appeals	C1	Sets out the rights of students to challenge assessment decisions (on procedural grounds only), and the process through which appeals will be investigated and determined.
Complaints by students	C2	Sets out the University’s arrangements for investigating and seeking to resolve complaints made by students, whether raised formally or informally.
Assessment Procedures	C3	Provides detail about: the conduct of examinations and classbased assessments, and about arrangements for considering mitigating circumstances claims by students. Includes explanations of examination offences.
Recruitment, Selection and Admission	C4	Sets out the principles and procedures which apply to admitting students to the University, including general entry criteria. It also sets out applicants’ rights to appeal and/or make a complaint
Academic misconduct	C5	Sets out definitions of academic misconduct, including different types (such as plagiarism, contract cheating and collusion), how the University will investigate and determine allegations, and the penalties it can impose.

CHAPTER VI: CONTACT DETAILS

60 For further advice and guidance, please contact the Professional Development Team:

Tel: +350 20071000 ext 808

Email: profdev@unigib.edu.gi

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