



University of  
St Andrews

## Terms and Conditions of Study, August 2024

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1.10	Annual review and consultation. Terms and Conditions of Study policy now encompasses the previous ScotGEM and International Foundation Programme Terms and Conditions of Study policies.	Published	Heather McNeill, Deputy Academic Registrar	1/08/24

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## **1. Introduction to the Terms and Conditions of Study**

- i. These Terms and Conditions form the agreement (contract) between the student (referred to as 'you' throughout) and the University, in conjunction with your offer letter, and the specific requirements for your programme of study. You should read this document carefully before you matriculate.
- ii. The University will review and may make changes to the Terms and Conditions each year, however any material changes will be identified and approved by the relevant University committee(s) prior to being communicated to affected offer holders and students in writing. Your matriculation for the relevant academic year will be considered an acceptance of the Terms and Conditions for that academic year, including any changes.
- iii. When you agree to these terms and conditions, you are signing this contract with the University personally, unless a third party has legal power of attorney to sign on your behalf. In such cases, you will be required to provide evidence of the legal power of attorney.
- iv. These terms and conditions apply to students studying Foundation, Undergraduate, Postgraduate Taught and Postgraduate Research programmes of study.

## **2. Governing Law**

- i. This agreement, and any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with Scots law.

## **3. Jurisdiction**

- i. Each party to this agreement irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the Scottish courts.

## **4. Force Majeure**

- i. The University shall not be liable for non-performance of its obligation to its students where performance is prevented by unforeseen acts, events, omissions or accidents beyond the reasonable control of the University (a "Force Majeure Event") including, but not limited to, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law, requirement, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, interruption or failure of utility service, or cyber or ransomware attacks.
- ii. The University will not refund tuition fees following a Force Majeure Event.

## 5. Terms and Conditions

The following terms and conditions are applicable to all students specified in Section 1.iv, unless specified elsewhere in the document.

- i. You are expected to behave in a responsible and appropriate manner during your studies, and are required to abide by the University [Honour Code](#) and [Sponsio Academica](#) throughout the duration of your programme of studies. This continues to apply when you have completed your studies and are eligible to graduate but have not yet graduated from the University.
- ii. You are required to matriculate at the start of your programme of studies. Where your programme of study is longer than one year, you will be required to matriculate at the start of each academic year unless you are on an approved leave of absence. If you fail to matriculate within the required timescales you will be contacted under the terms of the [Failure to Matriculate Policy](#).
- iii. You are required to abide by, and submit to:
  - the University's Senate Regulations and any associated procedures of the University's Senate Regulations relevant to your level of study, as amended from time to time. A copy of the Senate Regulations is available via the University's Regulations and [Postgraduate Senate Regulations](#) web pages.
  - all University Policies, Regulations and Procedures relevant to your level of study, as amended from time to time. University policies and procedures are available on the University's [Undergraduate Rules and Regulations](#), [Postgraduate Rules and Regulations](#) and [Policies, Procedures and Guidance](#) web pages.
  - the specific requirements for your programme throughout the duration of your programme of studies.
  - ScotGEM students must abide by and submit to the [Scottish Graduate Entry Medicine \(SCOTGEM\) MB ChB Programme Regulations](#).
- iv. It is your responsibility to ensure you are familiar with all relevant Policies, Regulations, Procedures and programme requirements throughout the duration of your programme of studies, as amended from time-to-time.
- v. You are required to successfully complete a series of mandatory modules as part of the matriculation process at the start of their programme, relating to academic and non-academic aspects of life and expectations of behaviour at the University. These currently include but are not limited to, the Training in Good Academic Practice module, Consent module, Research Integrity modules for students undertaking research programmes, and modules relating to induction, conduct and environmental responsibilities. The University may include additional modules to be completed as appropriate.

## 6. Right to Study and Immigration Requirements

- i. The University must ensure that all students have the appropriate immigration status and right to study at the University. On matriculation, you will be asked to provide evidence of your nationality so that the University can confirm you have the appropriate right to study. This applies to all students of all nationalities, including UK and Irish nationals.

- ii. If you require a visa to live and study in the UK, the University will check the details of your visa at matriculation and periodically throughout the duration of your studies. As part of the University's obligations under the Student Route, all students with Student visas are required to have their passport and visa checked twice a year to allow the University to reassure itself that they still have valid leave to remain and study in the UK, and to ensure the University fulfils its requirements regarding monitoring and record keeping with regard to UK Visas and Immigration (UKVI).
- iii. If you require a visa to live and study in the UK, you have a legal obligation to adhere to any relevant visa conditions set down by UKVI. You must ensure that you comply with any immigration and visa requirements throughout the duration of your programme of studies. Details of the University's approach to managing and supporting student immigration compliance are set out in the University's [UK Visas and Immigration Student Visa Compliance Statement](#). Further information can be found on the University's [Student Immigration Service](#) web pages and on the Government's [UK Visas and Immigration](#) pages.
- iv. The University has a duty to monitor student engagement in accordance with the [UKVI Student Sponsor Guidance](#) and to report unauthorised non-engagement or identified breaches to immigration conditions to UKVI. The University's approach to monitoring engagement is set out in the Policy on [Monitoring Student Visas for UKVI Compliance Purposes: Principles of Engagement Management](#) and in the University's [UK Visas and Immigration Student Visa Compliance Statement](#).
- v. The University has a duty to provide any relevant personal information to UK Visas and Immigration in line with condition 5(c) of Schedule 2 and 7(c) of Schedule 3 of the Data Protection Act 2018.

## 7. Fees and Charges

- i. You are required to accept liability for the timely payment of tuition and any other fees for University services, throughout the duration of your programme of studies. Details of your liability for tuition and any other fees, and the University's policy in relation to refunds of tuition fees, is set out in the [Tuition Fee Liability Policy](#).
- ii. The University has a [fee setting protocol](#) which outlines its approach to setting tuition fees and the framework adopted for forthcoming academic years. The University provides applicants with information on tuition fees and other known mandatory charges for the full duration of a degree programme before an offer is made, where the University is responsible for setting fees.
  - Fees for International Foundation Programmes are set out in the University's [International Foundation Fees web pages](#).
  - Current and future tuition fees (where available) for all other taught and research programmes are set out in the University's [Tuition Fees table](#).
- iii. The University will clarify any additional compulsory fees and mandatory charges in addition to tuition fees that you will be required to pay at the time of offer. The offer will also clarify conditions for any variation of fees.
- iv. The University reviews its fees and charges annually (see approach to fee setting in the University's [Fee Setting Protocol](#)). As part of this process the University will keep within the expectations and boundaries referred to as part of the offer and will communicate all

decisions in a timely manner.

- v. University accommodation fees are charged separately to programme fees and mandatory charges. Details of the rates for accommodation in University Halls of Residence and University-owned flats and houses is available on the University's [Accommodation](#) web pages. Accommodation fees are reviewed annually in January.
- vi. The University offers several options and methods for paying your fees. Prior to the start of the academic session, payment of tuition and relevant accommodation fees, as well as other relevant fees, should be made in full unless you request and receive approval to set up an instalment plan in line with the Procedures set out on our [Money Matters web pages](#).
- vii. Any tuition fees and academic-related charges notified to you as part of the offer, or subsequently incurred by you through informed choice, and not paid for by a sponsor, will be your personal responsibility.
- viii. If you owe money to the University, you will not be permitted to graduate at the summer or autumn/winter ceremonies. Further, if you owe money to the University you are not allowed to matriculate for a subsequent year of study unless an exceptional agreement has been reached. Such exceptional agreement would be coordinated by Registry.

## **8. Programmes of Study**

- i. The University will use all reasonable measures to deliver programmes and courses of study, as outlined at the time of offer. As a research-intensive institution, the University ensures that its teaching is based on and references the research and related interests of its staff; it is also mindful of the need to use resources effectively. As a result, programmes and courses are regularly reviewed and the University reserves the right to change programme and course content.
- ii. From time-to-time, the University may require to make changes to programmes and modules of study as a result of programme and course reviews. Any changes are made with due consideration to minimising impact, safeguarding academic standards and assuring the quality of the learning experience.

## **9. Advising and Supervision**

- i. All Foundation, Undergraduate, and Postgraduate Taught students must take an approved credit load in each semester and must choose modules accordingly. The academic advising process provides students with the advice necessary to make appropriate academic choices. Students must complete the advising process every academic year by the end of the advising period (or in January if not studying in St Andrews during semester 1). The main point of contact for this process is the Adviser of Studies. Until module choices are approved by the Adviser of Studies and validated in the academic advising system, the student is not officially enrolled in those modules.
- ii. All Foundation, Undergraduate and Postgraduate Taught students must complete the relevant advising process at the start of each academic year.
  - Foundation students will be guided through the advising process by staff from the International Education Institute.
  - Undergraduate students will be advised in line with University policies outlined on the [Undergraduate Academic Advising](#) web pages.

- All undergraduate students in the Faculties of Arts, Divinity and Science must contact their Adviser of Studies at the appropriate time of year. Different support arrangements are made for students in the Faculty of Medicine, who do not need to make any module choices, due to the prescribed curriculum structure.
- Postgraduate Taught students will be advised in line with University policies outlined on the postgraduate taught [Advising and Matriculation](#) web pages.
- All students must ensure that they are available to engage in the appropriate Advising session by the end of the relevant advising period.
- iii. The University's framework for Postgraduate Research supervision is set out in the [Supervision of Postgraduate Research Students Policy](#). Postgraduate Research students will be assigned a Supervisor prior to matriculation and will be expected to engage frequently with supervisions and other relevant research/ learning activities as agreed with the Supervisor.

## 10. Teaching

- i. The University will publish the [University Academic Calendar](#) annually on the University website. This contains key semester dates pertaining to the start and end of teaching, revision and examination periods and vacation dates.
- ii. The University reserves the right to perform its duties by scheduling non-teaching days in the academic calendar during the semesters. Such days are carefully planned within the academic timetable and should not affect learning outcomes.
- iii. The University will take all reasonable measures to ensure that teaching is delivered, that students are assessed and that any disruption to its business is minimal.
- iv. The University shall not be liable or responsible for non-performance of any of its obligations under this contract to you where performance is prevented by unforeseen acts, events, omissions or accidents beyond the reasonable control of the University (a "Force Majeure Event") including, but not limited to: strikes or other industrial disputes of which the University does not have advance notice; cyber-attacks failure of a utility service or transport network; act of God; compliance with any law or governmental order or advice.

## 11. Attendance

- i. You must be available to engage in all required learning activities, including lectures, tutorials/practicals, supervision meetings, other classes, examinations and annual progress reviews (postgraduate research only), for the full duration of each academic semester and each examination diet.
- ii. If you are undertaking scheduled examinations, you should remain available until the official end of the examination diet, to allow for a re-sit session to be arranged during this time in case of need, for example due to an unexpected absence.
- iii. You must check the [University Academic Calendar](#) for key semester dates and ensure that all leisure time and travel is arranged in such a way that you do not miss any of the required elements of your programme of study (this may include lectures, workshops, labs, practicals, class tests, oral assessments, exams etc.). Missing required elements could

have a negative impact on your studies, including termination of studies.

- iv. If you are absent or seeking to take any time away from your studies either for academic or personal reasons, you must comply with the relevant Policies and Procedures relating to your period of absence from St Andrews. Advice, guidance, and links to relevant Policies and Procedures relating to periods of absence and activities away from St Andrews can be found in the [Student Handbook](#).
- v. Students studying with a Student route visa should familiarise themselves with the requirements of their visa in respect of academic engagement, and refer to the University's Policy on [Monitoring Student Visas for UKVI Compliance Purposes: Principles of Engagement Management](#).

## 12. Examinations

- i. The University will publish timetables for all degree examinations on the university [Examinations web pages](#).
- ii. The University will automatically enter candidates for eligible degree examination diets. For deferred and reassessment (resit) examinations, the University will make you aware of your eligibility to sit these examinations. You are responsible for registering for any required reassessment and deferred examinations. A reassessment fee may apply.
- iii. The University provides support for students who declare a disability at any stage of their degree programme. You are not legally obliged to inform the University of your disability but declining to do so will make it harder to access the support and reasonable adjustments to which you are entitled. The University offers a range of advice and support on academic adjustments for disabled students which can be found on our [Academic Adjustments](#) web pages.

## 13. Graduation

- i. The University will contact all students who may be eligible to graduate in the summer graduation ceremonies by email in March. Students eligible to graduate in the autumn/winter ceremonies will be contacted by email in October. This notification by Graduation Office does not constitute successful completion of the programme of studies, and Graduation is subject to the University's [Graduation Terms and Conditions](#).
- ii. If you wish to graduate, you must submit your application to Registry by the published deadline, in line with the [Graduation Terms and Conditions](#). Further detail about Graduation is published on the University [Graduation web pages](#).

## 14. Terms of Re-Engagement

- i. Students who re-engage at the University following a leave of absence or other form of approved absence may be asked to confirm that the circumstances for which they were granted the approved absence have now been resolved. The processes set out for re-engagement following Leave of Absence are set out in the Leave of Absence Policy.
- ii. There is no guarantee that the programme of study for which you originally enrolled will be available in the year of re-engagement.



## 15. Email, University Communications, and Social Media Guidelines

- i. You are required to provide and maintain full, accurate and up to date personal and contact details throughout the duration of your programme of studies. You will be asked to provide these as part of the matriculation process for each year of your programme of study, and you must update your contact details via the University of St Andrews student portal, [MySaint](#), throughout the duration of your studies.
- ii. Email and [MySaint](#) are the official forms of University communication. You are required to check your University email account and your [MySaint](#) portal at least every 48 hours and to respond to University communications as requested in a timely manner.
- iii. Failure to check your University email account regularly may result in you missing important information at the appropriate time. In cases where you miss key information or deadlines, failure to check your University email account or [MySaint](#), or absence of up-to-date contact details, will not be accepted as a reason for failing to act upon communications.
- iv. Social media is used within the University in a variety of formal and informal ways and the University wants to encourage and support the responsible and creative use of this medium wherever possible. In accepting these Terms and Conditions, you agree to abide by the [Social media guidelines](#) published by the University.

## 16. Emergency Contacts

- i. When you matriculate, you will be asked to provide the name, address, and phone number of someone the University can contact in case of an emergency. The process for contacting Emergency Contacts is outlined in the [Emergency Contacts Protocol](#).
- ii. It is your responsibility to ensure that the details of your nominated emergency contact to remain up-to-date at all times. You can update this information in [MySaint](#).

## 17. Access to the University Computer Network

- i. The University will make available Information and Communication Technology (“ICT”) services in-line with the associated Regulations. Access to email and cloud services will continue for six months after you have graduated and or have left the University, unless access to ICT facilities was withdrawn for a breach of the University ICT Regulations. You are responsible for ensuring that you have secured/transferred all materials e.g. emails and files that you may require from University ICT facilities within the 6 month period. When that period is reached, ICT facilities will be closed, and all materials destroyed. Advance notification of this action will be sent by email to your University email address.
- ii. The University uses Multi-Factor Authentication to support secure access to the University network and associated ICT facilities. You are required to have access to a smartphone throughout the duration of your studies and for the 6 month period following to access University ICT facilities.
- iii. The University will allocate you a username and password for access to its computer and network facilities and to the Internet, for academic and administrative purposes – for example, to enable you to access your emails, search for information, write assignments, etc., and to maintain contact with home. Passwords must be kept secret and precautions taken against spreading viruses.

- iv. You must abide by the [Regulations governing the use of University information and communications technology \(ICT\) facilities](#).

## 18. Privacy

- i. The University is committed to managing student personal data in accordance with the provisions of the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. Information about how the University collects, shares and uses personal data is detailed in the University Student Privacy notices which can be accessed at the [Undergraduate and Postgraduate Taught students privacy notice](#) and the [Postgraduate research students privacy notice](#).

## 19. Marketing communications

- i. As a final year student, the University may contact you via email with details of further study opportunities. If you do not wish to receive details of such please email [datateam@st-andrews.ac.uk](mailto:datateam@st-andrews.ac.uk) to opt out.

## 20. Freedom of Speech and Expression

- i. The University believes in the right of all members of the University community to exercise the right to freedom of expression in a manner that does not bring the University, or anyone connected with it into disrepute. The University has a [Freedom of Expression Legal Framework](#), detailing the University's position on freedom of speech and expression, and further clarification can be sought from the [Vice-Principal \(Governance\)](#).

## 21. Intellectual Property

- i. By matriculating, you agree to comply with the University's [Intellectual Property Policy](#).

## 22. Criminal Proceedings (Applicable to all programmes except Medicine)

- i. The University of St Andrews aims to maintain a safe environment for students and staff and takes appropriate steps to protect all members of the University community. For this reason, the University requires offer holders and students to declare if they have a relevant unspent conviction, for the purposes of risk assessment committed by offer holders or students, unless these convictions are defined as 'spent' under the [Rehabilitation of Offenders Act 1974](#) or its equivalent.
- ii. In addition, where an offer-holder or student is under investigation by the Police or where criminal proceedings have been initiated, it is the responsibility of the offer-holder or student to report this to the University, where such involves proceedings as per the relevant offences, or their equivalents in any jurisdiction, listed below.
- iii. Any information received from declarations will be used to undertake a risk assessment to understand if any mitigating measures need to be put in place during the period of the student's studies. This will also allow the University to put appropriate support in place.
- iv. For the purposes of this Terms and Conditions, relevant offences include the following non-exhaustive list of offences:
  - Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;

- Offences listed in the Sexual Offences Act 2003 or the Sexual Offences (Scotland) Act 2009 or the Abusive Behaviour and Sexual Harm (Scotland) Act 2016 or the Contract (Third Party Rights) (Scotland) Act 2017;
  - The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
  - Offences involving firearms;
  - Offences involving arson;
  - Offences involving fraud or embezzlement;
  - Offences involving theft;
  - Offences listed in the Terrorism Act 2006;
  - Offences listed in Schedule 1 to the Protection of Vulnerable Groups (Scotland) Act 2007
  - Offences listed in the Bribery Act 2010
  - Offences listed in the Criminal Finances Act 2017
  - Offences listed in the Computer Misuse Act 1990
  - Offences listed in the Hate Crime and Public Order (Scotland) Act 2021
- v. This requirement applies to all students at the University of St Andrews, except those studying Medicine (see section 22).
- vi. This requirement also covers relevant, unspent criminal convictions received by offer-holders and students in any country.

### 23. Criminal Proceedings (Medicine Programmes Only)

- i. Students studying Medicine at the University of St Andrews are required to declare any criminal offence you are charged with, any criminal convictions, and any fixed penalties, police warnings or cautions issued in any country.

### 24. Breach of Terms and Conditions

- i. If you are deemed to have breached these Terms and Conditions, the University will follow the appropriate associated Policy, Regulation, or Procedure in addressing this.

### 25. Complaints

- i. The University is committed to deal with complaints as timely, effectively and fairly as possible, and will handle complaints in accordance with the [Complaints Handling Procedure](#), in line with the [Scottish Higher Education Model Complaints Handling Procedure](#), published by the Scottish Public Services Ombudsman (SPSO).

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
1.0	Updated for 2019/20 entry.	Published	Heather Dudek, Unit Administrator, Registry	17/09/19

1.1	Updated for 2020/2021 entry in light of Covid-19 emergency	Published	Helen Boyd, Deputy Academic Registrar	15/05/2020
1.2	References to Tier 4 updated.	Published	Helen Boyd, Deputy Academic Registrar	07/10/2020
1.3	Updated link to Intellectual Property Policy.	Published	Heather Dudek, Unit Administrator Registry	10/02/2021
1.4	Policy updated and published for the new academic year.	Published	Heather Dudek, Unit Administrator, Registry	05/08/21
1.5	Policy updated and published for the new academic year.	Published	Heather Dudek, Unit Administrator, Registry	21/09/22
1.6	Student Privacy Notice policy links updated	Published	Heather Dudek, Unit Administrator, Registry	13/12/22
1.7	Updated wording to support digital programmes.	Published	Heather Dudek, Unit Administrator	08/02/23
1.8	Update to the policy for entry in 2023	Published	Heather McNeill, Deputy Academic Registrar	03/08/23
1.9	Links to Student Conduct Risk Management Policy and Social Media Guidelines updated.	Published	Heather Dudek, Unit Administrator	18/01/24
1.10	Annual review and consultation. Terms and Conditions of Study policy now encompasses the previous ScotGEM and International Foundation Programme Terms and Conditions of Study policies.	Published	Heather McNeill, Deputy Academic Registrar	1/08/24