



University of  
St Andrews

# International Foundation Programme Terms and conditions of study, August 2021

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## 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.

## 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.

## Essential terms and conditions

- (i) All students are expected to behave in a responsible and appropriate manner during their studies, and are required to abide by the University [Honour Code](#) and [Sponsio Academica](#) throughout the duration of their programme of studies.
- (ii) All students will be required to matriculate at the start of their programme of studies. Where their programme of study is longer than one year, they will be required to matriculate each academic year. Students who fail to matriculate by the first day of teaching will be contacted under the terms of the [Failure to Matriculate Policy](#).
- (iii) All students will be required to abide by, and submit to the procedures of, the University's Senate Regulations, as amended from time to time.
- (iv) All students will be required to abide by the specific requirements for their programme throughout the duration of their programme of studies.
- (v) It is the responsibility of the student to ensure they are familiar with all relevant policies and procedures for the duration of their programme of studies.
- (vi) All foundation, undergraduate and taught-postgraduate 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.
- (vii) All students are required to provide and maintain full and accurate personal and contact details throughout the duration of their programme of studies.
- (viii) All students are required to accept liability for the timely payment of tuition and any other fees for University services, throughout the duration of their programme of studies.
- (ix) All students must ensure they have the appropriate immigration status to study at the University of St Andrews, and that they comply with any immigration and visa requirements throughout the duration of their programme of studies.

- (x) All students are required to read and abide by the University's [Policy on Good Academic Practice](#) and agree that the University may make work submitted available to plagiarism detection services outside the University, both for screening and for enhancement of the detection service database.
- (xi) All students are required to successfully complete a series of mandatory modules 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, and modules relating to induction, conduct and environmental responsibilities. The University may include additional modules to be completed as appropriate.

## Responsibilities of the University

This section outlines how the University will deliver the required activities and services to support your programme of studies. In exceptional circumstances it may be necessary to make changes to these terms and conditions after you have accepted your offer, or during your programme of studies. Any such changes required will be approved by the relevant University committee(s), prior to being communicated to affected applicants and students in writing via email.

## 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. This may include a dual mode delivery plan of both face-to-face and online teaching. 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 with the aim of enhancing the student learning experience. Programme and course revision protocols are student-focused, transparent and time sensitive, and are described in the University's [Course Revision Protocol](#).
- (ii) Any changes are made with due consideration to minimising impact, safeguarding academic standards and assuring the quality of the learning experience.

## Fees and charges

- (i) The University will communicate details of all tuition and other charges at the earliest opportunity, and current and future tuition fees (where available) are set out in the University's [Foundation Tuition Fees table](#).
- (ii) The University will clarify compulsory fees and charges it requires any student to pay at the time of offer. The offer will also clarify conditions for any variation of fees (these are described in the University's [Fee Setting Protocol](#)).
- (iii) 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.

- (iv) A note of the rate 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.
- (v) The University will refund tuition fees in accordance with the [Tuition Fee Liability Policy](#).

## Teaching

- (i) 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.
- (ii) The University will publish, annually on the University website, key semester dates pertaining to the start and end of teaching, revision and examination periods and vacation dates.
- (iii) 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. 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: strikes or other industrial disputes; failure of a utility service or transport network; act of God; compliance with any law or governmental order or advice. The University will not refund tuition fees following a Force Majeure Event.

## Examinations

- (i) The University will automatically enter candidates for eligible degree examination diets. For deferred and reassessment (resit) examinations, the University will make students aware of their eligibility to sit these examinations. Responsibility for registering for reassessment and deferred examinations lies with the student. A reassessment fee may apply. The University will publish timetables for all degree examinations on the university [Examinations web pages](#).

## Visas and Immigration requirements

- (i) The University has a duty to monitor student engagement in accordance with the [UKVI Student visa guidance](#) and to report unauthorised non-engagement or breaches to leave to remain conditions if aware to UK Visas and Immigration. The University's sponsor duties are set out in the [UKVI student visa compliance statement](#).
- (ii) The University also 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.

## Access to the University computer network

- (i) The University will allocate to students 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 students to handle their email, search for information, write assignments, etc., and to maintain contact with home.

## Privacy

- (i) The University is committed to managing student personal data in accordance with the provisions of The Data Protection Act 2018. 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 taught Postgraduate students privacy notice](#) and the [Postgraduate research students privacy notice](#).

## 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).

## Responsibilities of the student

### Personal information

- (i) It is the responsibility of students to keep their personal details up to date (including their address, contact details, mode and location of study) by making the appropriate changes online via the University's [MySaint](#) portal.

### Advising

- (i) 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 your module choices are approved by your Adviser of Studies and validated in the academic advising system, you are not officially enrolled in those modules.

### Attendance

- (i) All students must ensure that they are available to engage in the appropriate Advising session by the end of the advising period. They must be available to engage in all lectures, tutorials/practicals, other classes and examinations for the full duration of each academic semester and each examination diet. Students should remain available until the official end of the 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. Students should check the [University Academic Calendar](#) for key semester dates and ensure that all leisure time and travel is arranged in such a way that they do not miss any of the required elements of their programme of study (this may include lectures, workshops, labs, practicals, class tests, oral assessments, exams etc.).

### Examinations

- (i) Candidates for the reassessment (resit) diet are required to register and pay appropriate examination fees in accordance with the process detailed on the [Examinations web pages](#).

## **Fees and charges**

- (i) 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 or an instalment plan should be agreed with the [Advice and Support Centre \(ASC\)](#).
- (ii) Any tuition fees and academic-related charges notified to the student as part of the offer or subsequently incurred by the student through informed choice and not paid for by a sponsor will be the personal responsibility of the student.

## **Email and University communications**

- (i) Email and the University of St Andrews student portal, [MySaint](#), are official forms of University communication. All students are therefore required to check their University email account and their [MySaint](#) portal at least every 48 hours and to respond to University communications as requested in a timely manner. Failure to do so may result in students not receiving important information at the appropriate time.

## **Access to the University computer network**

- (i) The University allocates to students 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 students to handle their email, search for information, write assignments, etc., and to maintain contact with home. Passwords must be kept secret and precautions taken against spreading viruses. Students hereby agree to abide by the [Regulations governing the use of University information and communications technology \(ICT\) facilities](#).

## **Terms of re-engagement**

- (i) Students who re-engage at the University following a leave of absence will need to indicate that the circumstances for which they were granted the leave of absence have now been resolved. They must supply the University with evidence acceptable to the University that any medical or personal grounds for which the leave of absence was granted have been appropriately managed (and are now no longer a concern) and that they are fit to return to study and re-integrate themselves into university life as a whole.
- (ii) This evidence can be in the form of, for example, a doctor's note, a financial statement, evidence of employment or proof that the activity undertaken has been completed. The evidence will be forwarded to Student Services by Registry. Matriculation may be conditional upon making an appointment to meet a student adviser in Student Services (email: [theasc@st-andrews.ac.uk](mailto:theasc@st-andrews.ac.uk)). Students will also be expected to follow the advice of, and meet with, Student Services over the course of the academic year if advised to do so.

## **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 \(Governance\)](#).

## Intellectual property

- (i) By matriculating, students agree to uphold the University's [Policy on Intellectual Property Rights](#).

## Criminal proceedings

- (i) The University of St Andrews aims to maintain a safe environment for students and takes appropriate steps to protect all members of the University community. For this reason, the University collects and records information on relevant offences committed by offer holders or students, unless these convictions are defined as 'spent' under the [Rehabilitation of Offenders Act 1974](#) or its equivalent.

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.

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.

For the purposes of this policy, 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

This policy applies to all students at the University of St Andrews, except those studying Medicine.

Students studying Medicine at the University of St Andrews are required to disclose criminal convictions in accordance with the regulations set out on the [Disclosure Scotland website](#).

This policy covers relevant, unspent criminal convictions received by offer-holders and students in any country.



## Student contract

- (i) Students agreeing to these terms are signing this contract with the University personally, unless a third party has power of attorney to sign on their behalf.

## Social media

- (i) 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. Students hereby agreed to abide by the [Social media guidelines](#) published by the University.

## Visas and immigration requirements

- (i) Students have a legal obligation to adhere to any visa conditions set down by UK Visas and Immigration (UKVI) and further information relating to these can be found in the University's [UKVI student visa compliance statement](#), on the [Visas](#) web pages and on the [UK Visas and Immigration](#) pages.
- (ii) As part of the University's obligations under the Student route, all students with Student visas are required to have their passport and visas 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.

| Version number | Purpose / changes  | Document status | Author of changes, role and school / unit         | Date       |
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| 1.2            | References to Tier 4 amended.  | Published       | Helen Boyd,<br>Deputy Academic Registrar          | 07/10/2020 |
| 1.3            | Updated link to Intellectual Property Policy.                                      | Published       | Heather Dudek,<br>Unit Administrator,<br>Registry | 10/02/2021 |
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