

Tuition Fee Discount Scheme

General Terms and Conditions

1. Definitions and Interpretation

- 1.1 **Alumnus** means You are a graduate of the University of Southampton and at the time You make an application for a Discount under these terms and conditions You are in receipt of a credit-bearing award issued by Us.
- 1.2 **Discount** means an amount equal to ten percent of the Tuition Fees which is deducted by Us and applied to Your student account under these Terms thereby reducing the fees payable to Us for the current academic year only.
- 1.3 **Eligibility Criteria** means all the conditions which You must meet in order to receive the Discount and is set out in Clause 2.
- 1.4 **Eligible Student** means an Alumnus or a student who has completed their studies with Us as an Exchange Student or Study Abroad Student
- 1.5 **Exchange Student** means an EU or international student who has spent a minimum of 10 weeks and a maximum of one academic year studying full-time with Us on credit-bearing modules as part of a formal exchange agreement entered into between Us and an overseas partner institution as set out at http://www.southampton.ac.uk/international/study_exchange/about/partners_by_country.html.
- 1.6 **Event Outside Our Control:** is defined in clause 11.
- 1.7 **Self-funded** means a student who will be paying Us for the whole or any part of their University programme utilising their own resources.
- 1.8 **Study Abroad Student** means an EU or international student nominated by his/her own institution and who was subsequently enrolled with Us as a visiting student and spent a minimum of 10 weeks and a maximum of one academic year studying full-time with Us on credit-bearing modules.
- 1.9 **Tuition Fees:** means that portion of the fees which We charge for undertaking a programme of study in the relevant academic year represented as the basic fee but excludes costs, expenses and disbursements which We pay out to third parties for that programme of study, such as for field trips, travel to survey sites, research materials and to Our collaborators.
- 1.10 **You/Your:** means the person who makes an application for a Discount upon enrolment under these terms and conditions;
- 1.11 **We/Our/Us:** The University of Southampton, having its administrative offices at George Thomas Building, University Road, Highfield, Southampton, SO17 1BJ.
- 1.12 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa. Clause headings are for reference only and shall not be taken into consideration in interpretation.

2. Eligibility Criteria

- 2.1 You are eligible for a Discount under these Terms if you meet all these criteria:
- 2.1.1 You are and will remain Self-funded for the duration of an Eligible Programme(as defined in 2.2 below); and

2.1.2 at the time of the application for Discount You are in receipt of an unconditional offer of study from Us for an Eligible Programme; and

2.1.3 at the time You apply for Your Discount as part of Your enrolment on an Eligible Programme (as set out below) You are an Eligible Student.

2.2 Eligible Programmes

2.2.1 Except as set out in clause 2.2.2 below, Discounts may be offered by Us in respect of credit-bearing postgraduate programmes which commenced on the 1st August 2013 or subject to clause 5.2, will commence thereafter and for which We will make an award.

2.2.2 We will not offer Discounts to You if You will be studying for the PGCE qualification (except PGCE FE qualification which qualifies under 2.2.1 above), any of our foundation programmes or pre-Masters programmes.

3. Our Agreement with You

3.1 These are the terms in accordance with which You make an application for a Discount as part of your enrolment on an Eligible Programme and in accordance with which We grant You a Discount, if any.

3.2 If successful, You will be registered and enrolled with Us as a full-time or part-time postgraduate student for a Higher Degree under Our Higher Degree Regulations set out in the University Calendar. You must abide by Our Charter, Statutes, Ordinances, Regulations and Policies in force from time to time.

3.3 Please ensure You read these Terms carefully. These Terms will become binding on You and Us when You click the *Apply for Discount* button as part of Your enrolment.

3.4 We may make changes to these Terms from time to time and the version that is applicable to You will be those that were in force at the date of Your enrolment with Us.

3.5 Please note that subject to clause 7, We only approve Your eligibility for the Discount when it is applied to Your student account and any correspondence with Us indicating that You may be eligible prior to this date is not binding on the University. Until the Discount is applied to Your account in accordance with these Terms, You remain liable to pay your full tuition and other fees to Us in accordance with our *General Regulations on Fees, Charges and Expenses* and must be able to meet all of Your costs without relying on the Discount.

4. The Process

4.1 If You meet the Eligibility Criteria and would like to be considered for a Discount, You must complete an enrolment form which can be accessed online at www.southampton.ac.uk/enrol and signify Your intention to apply for the Discount at the time of Your enrolment.

- 4.2 You must complete all the required fields in the enrolment form. If you do not provide Us with the required information for application of the Discount when prompted, or provide Us with incomplete or incorrect information, We will not be able to process your application for Discount further.
- 4.3 We will take all reasonable care to ensure that our on-line enrolment portal is available and functioning throughout the year, but We do not guarantee continuous, uninterrupted or secure access to the on-line portal.
- 4.4 We will not be liable for any delay in processing Your enrolment where you have not provided this information to Us after We have asked for it or where You supply us with the information outside of any deadlines indicated or apparent from Your chosen Programme of Study.
- 4.5 We will aim to process Your application for the Discount in a timely manner. Once We receive Your enrolment form and provided You have indicated that You are applying for the Discount, We will assess whether You meet Our Eligibility Criteria.
- 4.6 Subject to clause 5.3, provided We are satisfied that You meet our Eligibility Criteria We will apply the Discount to Your student account. Please allow up to 10 working days, from the later of your date of enrolment or proof of eligibility being met as set out in clause 4.8, for this to reflect on Your student account. No cash alternative will be given.
- 4.7 If We are of the reasonable view that You do not meet our Eligibility Criteria we will ask You to provide us with such proof as we deem necessary to make this assessment. You must supply Us with the requested evidence as soon as reasonably possible.
- 4.8 If We are satisfied with the proof provided We will apply the Discount to Your student account as set out in clause 4.6 above. However, if We remain of the view that You still do not meet our Eligibility Criteria, We will advise You of this in writing. The Discount does not change Our requirements for entry into your chosen programme of study but if it is not applied to Your account You will be liable to pay all of Your fees without the benefit of the Discount as set out in clause 3.5.

5. The Discount Scheme

- 5.1 We have complete discretion to decide how long we will make this Discount scheme available for, for what period of time the Discount scheme will operate and may withdraw the Discount scheme at any time and without further notice.
- 5.2 We may cease offering the Discount scheme at any time and in Our complete discretion.
- 5.3 A Discount will not automatically be applied to Your account even if You meet the Eligibility Criteria. You must apply for it at enrolment and can only do so if You are an Eligible Student. Therefore if You do not apply for it at enrolment You will lose Your chance to apply for it in subsequent academic years.

- 5.4 Once applied to Your account, a Discount will only be granted for the first academic year of Your study. Provided We are still running the Discount Scheme in subsequent years of Your programme of study with Us and subject to these Terms and in particular clause 5.5 and clause 7, We will automatically apply a Discount to Your student account annually thereafter.
- 5.5 The maximum period that an annual Discount will be applied to Your account is three years (36 months) for full-time students or five years (60 months) for part-time students.
- 5.6 If You secure alternative or additional sources of funding for Your programme of study, You should inform Us by contacting the Fees Office. We will vary the Discount applied to Your student account in accordance with clause 6 below, applying the Discount only to that portion of funding which is Self-funded.
- 5.7 If You change Your mode of study, You must inform the Fees Office so that We can amend Your account as set out in Clause 6 of these Terms.

6. Variation of the Discount

- 6.1 We will unilaterally reconcile Your student account and vary the amount of the Discount applied to Your account, so that the Discount You actually receive never equates to more than ten percent of the actual Tuition Fees payable by You for that academic year if:
- 6.1.1 the circumstances set out in 5.6 arise; or
- 6.1.2 we receive information suggesting that your anticipated Tuition Fee (on which the Discount was initially calculated) for that academic year is expected to change or has changed, for reasons including but not limited to:-
- (a) where You receive a refund in accordance with our then existing *Postgraduate Tuition Fees Refund Policy*,
 - (b) a change in Your mode of study;
 - (c) where You cease to be registered with Us for any reason, including if you have withdrawn from Your studies or Your studies have been terminated earlier than the expected completion date;
 - (d) where You change Your programme of study;
 - (e) You cease to meet the Eligibility Criteria and from that date; or
 - (f) You fail to progress satisfactorily on Your programme of study and from a date we reasonably determine.
- 6.2 In any of these situations arise and depending on Your facts, You may be liable to make additional payments to Us for Your programme of study or the actual monetary value of the Discount You receive from Us may increase.

7. Removal and Repayment of a Discount

- 7.1 We may remove the Discount placed on Your account immediately in the event that:
- 7.1.1 You are expelled, suspended or excluded from the whole or part of the University or Your programme of study for academic failure or pursuant to Ordinance 7 (Part 7: Admission, Examinations and Awards) and our *Student Discipline Regulations*; or
 - 7.1.2 We are of the reasonable opinion that You have made any misrepresentation (whether negligently or intentionally) to Us either in respect of applying for the Discount or during the course of and in connection with Your studies at the University; or
 - 7.1.3 We are of the reasonable opinion that You have acted fraudulently or dishonestly in connection with securing Your Discount or place at the University.
- 7.2 In addition to requiring repayment in accordance with clause 8 below, in any of the circumstances set out in clause 7.1.2 or 7.1.3 above, We may also take such action against You as is permitted under our *Student Discipline Regulations, Our Policy and Procedures for Handling Suspected Breaches of Academic Integrity, and our Fitness to Practise Policy and our Procedures* which are set out respectively in the University Calendar at <http://www.calendar.soton.ac.uk> and our Quality Handbook available at https://sharepoint.soton.ac.uk/sites/ese/quality_handbook/Handbook/Fitness%20to%20Practise%20Policy%20and%20Procedures.aspx as updated from time to time.

8. Repayment of the Discount

- 8.1 In the event that Your Discount is removed from Your account in the circumstances set out in clause 7 above, You will be liable to pay Us for Your full fees and therefore reimburse us the monetary amount equating to Your Discount, immediately on demand.
- 8.2 If We have made an error in calculating Your Discount and as a result You have received an additional discount to which You were not entitled, We may request that You repay us the amount overpaid and You will be liable to repay it to us within 30 days of Our demand.
- 8.3 In addition to any other rights We may have at law to take action against You for recovery or repayment of the amount equating to the Discount, the amount so outstanding will be treated by Us as a sum due to us and in accordance with Ordinance 7(Part 7: Admission, Examinations and Awards) and our *General Regulations on Fees, Charges and Expenses* may mean that You will not be awarded Your degree until You have made payment to Us as requested.

9. Monitoring

- 9.1 To ensure You are progressing satisfactorily on Your programme of study, We may from time to time, require You to prepare a progress report in

addition to those ordinarily required for students on Your programme of study. You will comply with all Our reasonable requests.

10. Marketing and Promotion

- 10.1 You must not hold out that You have received a Discount based on academic merit to any third party.
- 10.2 Where We require it, You must make yourself available on reasonable notice, for any publicity and marketing campaigns We want to run in connection with the Discount scheme, which may include but not be limited to public appearances, speeches, photographs, blogging and/tweeting or interviews.

11 Events Outside Our Control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an Event Outside Our Control takes place that affects Our performance of an on-going obligations under these Terms:
 - 11.3.1 We will contact You as soon as reasonably possible to notify You; and
 - 11.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

12. How we may use Your personal information

- 12.1 We will use the personal information You provide to Us to process Your enrolment and administer the Discount scheme. We will retain all documents We receive in connection with the Discount scheme along with Your other student records in accordance with Our *Data Protection Policy* set out and available from the University Calendar at <http://www.calendar.soton.ac.uk>.

13. Other Important Terms

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.

- 13.2 No other person shall have any rights to enforce any of the terms of this Discount scheme.
- 13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 13.5 These terms together with Your enrolment form contain the whole agreement between Us in relation to the operation of the Discount scheme and neither of us may rely on other correspondence, statements or conversations to supplement or vary these terms.
- 13.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.