

**Writtle University College
Higher Education Student Agreement 2023-24
Effective from: 1 October 2022**

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Higher Education Student Agreement 2023-24

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*Please note, this Higher Education Student Agreement does **not** deal with fees or payment terms associated with halls of residence (student accommodation provided by Writtle University College). These details are contained in a separate accommodation contract.*

1 Introduction

- 1.1 This document governs the relationship between you and Writtle University College (“the University College”, “WUC”, “we”) and sets out the rights, roles and responsibilities of both parties. When we offer you a place to study at WUC, we ask you to accept the terms and conditions set out in this document in full. It is therefore very important that you carefully read this document as well as all the other contractual documents, *before* you accept your offer.
- 1.2 In addition to this document, the following documents also form part of the contract between us and you agree to be bound by them:
- a. the letter you received offering you a place to study at WUC (your ‘Offer Letter’);
 - b. the Higher Education Fees and Refund Policy;
 - c. the Higher Education Academic Regulations; and
 - d. if there are other documents that are part of the contract between us, your Offer Letter will set out what these are and where you can find them.
- 1.3 By entering into a contract with WUC, you also agree to adhere to and be bound by the relevant academic regulations, policies and other notices located at www.writtle.ac.uk from time to time or as otherwise communicated to you, and you accept that it is your responsibility to check www.writtle.ac.uk for updates periodically. These include:
- a. [Code of Practice: Taught Higher Education Assessment \(Levels 4 to 7\)](#);
 - b. [Higher Education Admissions Complaints and Appeals Procedure](#);
 - c. **Admissions Policy Statement 2022-23 for 20223**;
 - d. [Student Disciplinary Policy and Procedure](#);
 - e. [Higher Education Student Handbook](#);
 - f. [Higher Education Student Protection Plan 2021-22](#);
 - g. [Safeguarding and Prevent Policy](#);
 - h. [Higher Education Attendance Policy](#);
 - i. details of the course/module specifications/ documentation available from your subject admissions tutor/your course manager and in the course pages of our website at either writtle.ac.uk/Undergraduate or writtle.ac.uk/Postgraduate-Courses;
- and if you are an international student, the following document applies to you in addition to those above:
- j. [Fitness to Study Policy and Procedure](#).
- 1.4 Consumer rights: WUC complies with consumer rights legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable. If you have any questions about these Terms and Conditions, please contact admissions@writtle.ac.uk.

2 Admission and registration

- 2.1 You can accept an offer of a place to study at WUC by following the steps set out in your Offer Letter. Your Offer Letter will also identify whether your offer is subject to you meeting specific conditions. Further information on how we assess applications to study at WUC can be found in our Admissions Policy: writtle.ac.uk/HE-Regulations-&-Policies.

- 2.2 On acceptance of an offer and fulfilment of any conditions set out in the offer, you will be entitled to register with WUC for the academic year set out in the offer. We will ask you to read, review and agree to this Higher Education Student Agreement again when you register at WUC. You must register with WUC no later than the deadline set out in your registration and induction letter; failure to do so means that you may not be permitted to register.
- 2.3 WUC is committed to providing an inclusive and accessible environment and to meeting its obligations under the Equality Act 2010. In order to ensure that we can implement any reasonable adjustments needed for you to access our services during the admissions process and/or your programme, you must notify us of any disability, long term physical or mental health condition or learning difficulty at the earliest opportunity. Any information you provide will be treated sensitively and processed by Learner Services in accordance with our [Privacy notice and other data privacy policies](#).
- 2.4 You may not be permitted to register with WUC if:
- a. it is discovered that you have provided incorrect or misleading information to WUC;
 - b. you are unable to demonstrate to WUC's satisfaction that you have the right to study in the United Kingdom;
 - c. you fail to pay the required tuition fees, or fail to provide information regarding payment of tuition fees, as determined by the Higher Education Fees and Refund Policy; or
 - d. you fail to meet any of the conditions set out in your Offer Letter.
- 2.5 All continuing students are required to register ("re-enrol") with WUC on an annual basis, normally during the months of August-September. Failure to re-enrol by the published deadline might mean that you are unable to continue your studies during the next academic year.
- 2.6 You may not be permitted to re-enrol with WUC if:
- a. you have an outstanding tuition fee debt or have otherwise contravened the terms of the Higher Education Fees and Refund Policy;
 - b. you have been withdrawn from WUC, either through failure to meet the required academic standards or by contravening one or more of WUC's regulations or policies; or
 - c. you are suspended from WUC.
- 2.7 If you have or acquire during your course, a relevant (as set out in clause 2.10 below) criminal conviction, which in accordance with the Rehabilitation of Offenders Act 1974 you are required to disclose to us, (particularly in the context of WUC being an institution at which vulnerable adults and children under the age of 18 are in regular attendance) we ask that you let us know in order for us to work with you and any third-party organisations to try to make any necessary reasonable and appropriate adjustments to enable you to study your course. If you are attending WUC to undertake a Regulated Course (as set out in Appendix 2) we will also require you to share details of any spent convictions. Information on what is meant by 'spent', 'unspent' and 'conviction' can be found in the UK Government's [Guide to the Rehabilitation of Offenders Act](#).
- 2.8 We understand that it can be difficult to determine whether it is necessary to disclose particular circumstances to us on a formal basis. We would encourage you to contact safe@writtle.ac.uk in order to arrange a confidential discussion with one of our trained advisors in which you can raise any concerns, ask questions and explore the possibility of necessary reasonable and appropriate

adjustments that we may be able to make. Please note that unless you disclose information which a trained advisor has a legal obligation to disclose, the trained advisors will:

- a. treat all information in a sensitive, confidential and non-judgmental manner;
- b. only share your confidential information with your prior consent; and
- c. explore avenues of support to help you to achieve your learning goals.

2.9 There may be circumstances in which WUC is unable to allow you to register or to continue as a WUC student. These circumstances are likely to arise where, having taken into account:

- a. all the relevant laws and circumstances regarding the offence;
- b. the potential detriment of an individual being unable to study and continue as a full member of the student community;
- c. its ability to appropriately mitigate any relevant considerations;
- d. its status as an educational institution at which children, vulnerable adults and animals are regularly present; and
- e. the well-being of the student and staff community of WUC as a whole,

WUC determines that it would be detrimental to the health, safety or welfare of you or other members of the WUC student and staff community for you to register or continue to attend WUC.

2.10 WUC considers the following offences to be relevant for the purposes of clauses 2.7 - 2.9:

- a. any kind of violence against the person including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
- b. offences listed in the Sex Offences Act 2003;
- c. the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
- d. offences involving firearms;
- e. offences involving arson;
- f. offences listed in the Terrorism Act 2006; and
- g. offences involving use of a computer to gain unauthorised information/data.

3 Your right to cancel

Cancelling your contract within 14 days of accepting an offer

3.1 Once you have accepted the offer of a place to study at WUC, you have the right to cancel your contract with WUC at any time within 14 days of the date that you formally accepted our offer. This right is exercised differently depending on how you have made your application.

3.2 If you have applied to WUC:

- a. through UCAS, then you will need log in to ucas.com and follow the instructions provided by UCAS in order to cancel your contract. WUC will consider your contract to be cancelled on the day that you complete all the steps required by UCAS in order for you to cancel your contract; or
- b. directly, you will need to write to admissions@writtle.ac.uk to confirm that you wish to cancel your contract. WUC will consider your contract to be cancelled on the day that it receives your e-mail.

- 3.3 If you have made any payment(s) to WUC in connection with your contract and you decide to cancel your contract within the 14 day period specified in clause 3.1, WUC will issue you with a refund in accordance with the terms set out in the latest Higher Education Fees and Refunds Policy available at writtle.ac.uk/HE-Regulations-&-Policies.

Cancelling your contract after 14 days of accepting your offer and before the start of the first semester

- 3.4 If you applied through UCAS and you want to cancel your contract after 14 days of the date you formally accepted WUC's offer, you will need to:

- a. firstly e-mail admissions@writtle.ac.uk to get WUC's agreement to cancelling your contract; and
- b. then log in to ucas.com and follow the instructions provided by UCAS.

Please note that UCAS require you to contact WUC to gain our consent to cancelling your contract before they will allow you to cancel through them.

- 3.5 If you applied to WUC directly, then you will need to write to admissions@writtle.ac.uk to confirm that you wish to cancel your contract.
- 3.6 If you cancel your contract in accordance with either clause 3.4 or 3.5 please read the Higher Education Fees and Refunds Policy for details regarding any potential refunds.
- 3.7 Please note that if you are a home student in your first year of study and you decide to withdraw from WUC within the first 14 days of semester one, you will not be liable for any tuition fee payments (please see the relevant schedules for details of dates and tuition fee payments/refunds in the Higher Education Fees and Refund Policy).
- 3.8 The exemption set out in clause 3.7 does not apply to international tuition fee deposits, which are separate to tuition fees and are payable by no later than 1 September 2023.
- 3.9 If you wish to terminate your contract at any point after you have registered with WUC as a student, (registration takes place usually between August/September) you must do so in accordance with clause 8.3 of this Higher Education Student Agreement.

4 Our obligations to you

- 4.1 WUC is committed to supporting all students to achieve the best possible outcomes from their studies. We will provide you with the teaching and other learning support associated with your course with reasonable care and skill. We will use reasonable endeavours to provide you with accurate and timely feedback on your academic work.
- 4.2 In addition to the teaching and assessment associated with the course, we will provide:
- a. suitable physical and online learning resources, including access to the WUC library;
 - b. IT infrastructure, including a WUC email account;
 - c. academic support, including access to a personal tutor;
 - d. pastoral and welfare support; and
 - e. careers and employability support.
- 4.3 WUC recognises that students have chosen a WUC course of study based on the information provided to them at the point of application. We will use reasonable endeavours to avoid major changes to the content and delivery of our courses from that described in the prospectus and on the

WUC website at the point of application. Where major modifications are deemed necessary, we will try to consult with affected students by following the procedure in our Course Modifications Process.

- 4.4 WUC reserves the right to make minor changes to courses at any point. Minor course modifications are usually made on an annual basis, often as a result of student feedback, to enhance the student experience and ensure that WUC courses remain relevant and up to date. Such changes might involve updates to module content, alterations to timetables and the timing of assessments, or changes to the individual staff members involved with delivery.
- 4.5 Some WUC courses will involve optional modules; however, the ability of WUC to deliver optional modules will depend upon student choice and staff availability. Consequently, WUC cannot guarantee that all optional modules will be available to all students who may wish to take them.
- 4.6 In the unlikely event that you are unable to complete your course at WUC as a result of an operational, financial, regulatory or other event outside of the control of WUC, we will notify you as soon as possible and make reasonable endeavours to transfer you to a suitable replacement course for which you are qualified, either at WUC or another Higher Education provider. If you are unhappy with the replacement course or we are unable to find a suitable replacement course, we commit to issuing a full refund of all tuition fees you have paid for any incomplete years of study.
- 4.7 Further information on the specific risks to continuation for study for WUC students, and the actions we will take should they arise, can be found in the Higher Education Student Protection Plan.
- 4.8 WUC will abide by its own regulations and policies and may make changes to them at any time where in the opinion of WUC this will assist in the proper delivery of teaching and assessment. This may be necessary to reflect regulatory or legal changes, to incorporate changes to funding or financial arrangements, or to aid clarity or consistency of approach. Where WUC makes changes to its regulations or policies, it will use reasonable endeavours to bring them to your attention before they take effect.

5 Your obligations to WUC

- 5.1 By accepting the terms in this Higher Education Student Agreement, you agree to treat all members of the WUC community with dignity and respect, to behave responsibly and to conduct yourself in accordance with WUC rules and regulations.
- 5.2 Failure to comply with WUC regulations and policies could result in WUC taking action against you under relevant procedures (for example those relating to assessment and progression, student misconduct or fitness to study) which could lead to WUC terminating your registration or revoking your award.
- 5.3 You agree to participate, engage and attend all scheduled learning, teaching and assessment sessions associated with your course. This includes regular attendance at course lectures, practical classes, tutorial, seminars, field trips, dissertation tutorials, laboratory sessions and assessment opportunities relevant to your course. You are expected to arrive on time for scheduled classes and remain for the duration of the session. You are expected to undertake independent study in order to meet the learning outcomes of your chosen course.
- 5.4 You agree to abide by WUC's Health and Safety Policy as updated from time to time and will take reasonable care with respect to your own safety and that of others in the WUC community. You will

not intentionally or recklessly misuse or interfere with facilities or equipment provided to you by WUC.

- 5.5 You understand that WUC will formally communicate with you using your WUC email address and it is your responsibility to regularly monitor your email account.
- 5.6 You will take responsibility for updating WUC of any changes in your personal and contact information, or of any changes to your immigration status.

6 Fees

- 6.1 By accepting the terms set out in this Higher Education Student Agreement you agree to be bound by WUC's Higher Education Fees and Refund Policy and to pay all fees owed to WUC, as and when they are due, in accordance with the payment terms agreed between you and WUC. WUC's Higher Education Fees and Refund Policy can be accessed through the WUC website: writtle.ac.uk/HE-Regulations-&-Policies.
- 6.2 WUC charges tuition fees for its courses. You will find details of the tuition fee applicable to your course on the Finance page of the WUC website: writtle.ac.uk/Finances. A full schedule of the 2023-24 fees can be accessed online here: <https://writtle.ac.uk/Higher-Education-Course-Fees-2023-24>. Additional course costs are dealt with below.
- 6.3 Undergraduate tuition fees for home students are regulated by the UK Government. WUC reserves the right to increase undergraduate tuition fees on an annual basis in line with the maximum increase permitted by the UK Government. Such fee increases will apply to all modes of study, including repeat years of study.
- 6.4 All other tuition fees are unregulated and WUC reserves the right to increase these fees on an annual basis in line with the Retail Prices Index ('RPI'). Such fee increases will apply to all modes of study, including repeat years of study.
- 6.5 There may be additional costs and charges relating to your course of study, for example to cover field trips, specialist clothing or materials. Details of any particular costs and charges for your course can be found on the relevant course pages on the WUC website. Please be aware that:
 - a. to the extent that any equipment can be purchased via a retailer, we may have provided an indication of the cost, but this is an estimate only and you are advised to make your own enquiries to ensure you have the appropriate equipment that meets any requirements we may have stipulated; and
 - b. if your course requires a professional membership and or a Disclosure and Barring Service Check (a "DBS Check") the costs of obtaining these are not set by WUC and we have no control over them.
- 6.6 Whilst studying at WUC you may be entitled to receive financial support through a bursary or scholarships scheme. In the event that you are awarded financial support you agree to be bound by the terms and conditions relating to the relevant bursary or scholarship scheme. You must apply by the bursary or scholarships scheme deadline for your application to be considered. Information on scholarships and bursaries can be found on the WUC website: writtle.ac.uk/HE-Regulations-&-Policies

- 6.7 If you do not pay your tuition fees in accordance with the Higher Education Fees and Refund Policy, WUC reserves the right to restrict access to WUC premises and facilities, to suspend or terminate your registration with WUC, to withhold your results and to not permit you to graduate.
- 6.8 Where an external organisation or sponsor is paying your tuition fees, you agree to the following:
- a. WUC may share your personal data, including your academic standing, with your sponsor;
 - b. you remain responsible for ensuring that your tuition fees are paid in full and in accordance with the schedule agreed between WUC and the sponsor; and
 - c. that where your sponsor defaults on any fee payment arrangement, you will be immediately liable for all outstanding fees.
- 6.9 WUC may engage third parties to recover outstanding tuition fee debts and may take legal proceedings in relation to non-payment of tuition fees.
- 6.10 You may be entitled to a tuition fee refund if you withdraw from your course or are required to withdraw in accordance with clause 8.4 of this document. WUC will re-calculate your tuition fees based on the point in the academic year that the withdrawal takes effect, in accordance with the schedule set out in the Higher Education Fees and Refund Policy. You will not normally be able to claim a refund of fees charged for periods during which you were registered at WUC.

7 Complaints

- 7.1 It is always possible that despite our best efforts we might make a mistake. If you have a concern or a question, please contact us (details are in the procedures listed below) so that we can assist you as quickly as possible.
- 7.2 If you are an applicant to WUC and you wish to make a complaint about the manner in which your application was handled, or you wish to appeal a decision we have made, please do so by following our Admissions Appeals and Complaints Policy.
- 7.3 Once you have registered with WUC, if you have a concern or complaint about your course of study, or any other aspect of WUC's service, please follow our Student Complaints Procedure. writtle.ac.uk/PDFS/complaints_procedure.pdf.
- 7.4 If your complaint remains unresolved after you have followed and completed the processes set out in the Student Complaints Procedure, you may be entitled to seek an external review from the Office of the Independent Adjudicator ('OIA'). Information about the OIA and the services it provides can be accessed online oiahe.org.uk.

8 Suspension and termination

- 8.1 WUC may suspend your registration in accordance with our student regulations and policies. A decision to suspend registration will normally be taken for one of the following reasons:
- a. to enable an investigation to be conducted into alleged misconduct, where the allegation is such that, in the reasonable opinion of WUC, you cannot continue your studies or be present on WUC premises;
 - b. as a sanction according to the procedures set out in the Higher Education Student Disciplinary Regulations; or

- c. because in the reasonable opinion of WUC it would be detrimental to the health, safety or welfare of you or other members of the WUC community for you to attend WUC.
- 8.2 In the event that you are suspended, you have the right to appeal the decision in accordance with the Higher Education Student Disciplinary Regulations.
- 8.3 You may terminate your registration and your contract with WUC at any point, by giving us notice in writing to admissions@writtle.ac.uk. Your notice to terminate your registration and contract will take effect when we receive it.
- 8.4 On termination of your registration and your contract with WUC you:
 - a. will become immediately liable for any outstanding tuition fees in accordance with the Higher Education Fees and Refund Policy; and
 - b. are required to return your WUC student ID card and all other property belonging to WUC.
- 8.5 We may terminate your registration and withdraw you from WUC if:
 - a. you have an outstanding tuition fee debt or have otherwise contravened the terms of the Higher Education Fees and Refund Policy;
 - b. it is discovered that you have provided incorrect or misleading information to WUC;
 - c. you fail to register ("re-enrol") with WUC at the beginning of each year of your course;
 - d. you fail to meet WUC's progression or award requirements in accordance with the Higher Education Academic Regulations and Rules of Assessment;
 - e. you fail to regularly attend your scheduled classes in accordance with the Higher Education Attendance Policy;
 - f. for disciplinary reasons, in accordance with the Higher Education Student Disciplinary Regulations, or because in the reasonable opinion of WUC your behaviour represents an immediate and serious risk to the health, safety or welfare of yourself or others;
 - g. you are subject to immigration control and fail to comply with the conditions of your permission to enter or remain in the UK;
 - h. you are subject to immigration control and your permission to enter or remain either expires without being extended (statutorily or otherwise) or is cancelled;
 - i. you no longer have permission to study in the United Kingdom for any reason;
 - j. you do anything which in the reasonable opinion of WUC jeopardises or could jeopardise WUC's licence to sponsor international students under the student immigration route; or
 - k. you materially breach the terms and conditions of the contract between us.

9 Data protection

- 9.1 WUC will collect, store and process your personal data in order to meet its obligations under this Higher Education Student Agreement and for the purposes stated in its Data Protection Policy and Fair Processing Notice.
- 9.2 WUC will share your personal data with the Higher Education Statistics Agency ('HESA') for the purposes of compiling statistics about applicants and students that may be published or passed to government bodies. We encourage you to review the HESA Student Data Protection Notice: hesa.ac.uk/about/regulation/data-protection/notices

- 9.3 From time to time WUC may share your personal data with third parties where there is a legitimate need or obligation to do so. Such third parties might include, but would not be limited to: the Student Loans Company, Writtle University College Students' Union, local authorities, the Home Office, UK Visas and Immigration and or other government bodies. Further details can be found on the Privacy and Cookies page of our website writtle.ac.uk/Privacy-and-Cookies where you will also find a number of other useful documents and contact details in the event that you have any queries.

10 Other important terms

- 10.1 This Higher Education Student Agreement and the terms and conditions contained within it are personal to you and shall be enforceable only by you and WUC.
- 10.2 Each of the clauses in this Higher Education Student Agreement operate separately. If part of this Higher Education Student Agreement is rendered void, invalid, illegal or otherwise unenforceable, the rest of the document will continue in full force and effect.
- 10.3 No failure or delay by you or by WUC to enact the terms and conditions in this Higher Education Student Agreement shall constitute a waiver of any provision and will not prevent you or WUC from exercising that provision.
- 10.4 In the event of inconsistencies between this Higher Education Student Agreement and any other contractual information provided to you, this Higher Education Student Agreement shall prevail.
- 10.5 WUC is responsible to you for loss or damage that you suffer that is a foreseeable result of WUC breaking this Higher Education Student Agreement or WUC failing to use reasonable care and skill. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discussed it with us or WUC raised it prior to you accepting your place.
- 10.6 We are not responsible to you for loss or damage that you suffer that is unforeseeable and is not caused by our lack of reasonable care and skill.
- 10.7 Events that are beyond our reasonable control: WUC's ability to provide teaching might be affected by events beyond WUC's reasonable control. If this is the case, WUC may re-structure the course to deliver teaching remotely or there might be a delay before we can restart teaching.
- 10.8 Having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances We will try to restart our usual teaching as soon as those events have been fixed.
- 10.9 If the event which stops WUC from providing teaching is beyond our reasonable control, we will not automatically have to provide a refund or compensation but we may do so at our discretion.
- 10.10 Examples of events which might be beyond our reasonable control include (this list is not exhaustive):
- a. extreme weather;
 - b. any law or action taken by a government, such as a requirement by relevant authorities to close the site
 - c. risk to the health and safety of those on site;
 - d. act of God, fire, flood, drought, earthquake or other natural disaster;
 - e. any labour or trade dispute, strike or industrial action;

- f. war, riots or civil commotion
- g. an actual, suspected or threatened act of terrorism
- h. national emergencies
- i. pandemic, quarantine or widespread illness; and
- j. default of suppliers of sub-contractors.

- 10.11 As soon as reasonably practicable after the start of the event outside our control, we shall notify you and advise you of its likely or potential duration. We will try all reasonable options to limit the effect the event might have on our ability to provide teaching. However, if the event prevents us from delivering any teaching for a continuous period of more than one academic year then you may terminate this Higher Education Student Agreement without incurring any financial penalty.
- 10.12 Nothing in this Higher Education Student Agreement shall limit the liability of WUC for fraud, wilful deceit, death or personal injury where this is caused by negligence of WUC or its officers, employees or agents.
- 10.13 Consumer rights: This is a consumer contract. Care has been taken to use plain language and to give clear explanations in this Higher Education Student Agreement. If any words alone or in combination do not meet the standards of consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 10.14 This Higher Education Student Agreement is governed by the law of England and Wales. Both parties agree that any dispute or claim in relation to this Higher Education Student Agreement shall be brought in the English courts.

Appendix 1

Template Cancellation Form

You have the legal right to cancel your contract without incurring any fees within 14 days of you either: making WUC your firm choice in UCAS, or of you providing WUC with your acceptance form (whichever happens first).

You may find it useful to use the simple cancellation form below if you would like to cancel your agreement with WUC at any time.

Please copy and paste the table below into an e-mail, add the necessary information and send it to admissions@writtle.ac.uk as soon as possible if you want to cancel your contract with WUC.

Alternatively, you can download the cancellation form [here](#).

To: Writtle University College, Chelmsford, Essex CM1 3RR - by email to: admissions@writtle.ac.uk

I hereby give notice that I cancel my contract for the supply of the following service [insert course title here],

Offered on [insert date that Writtle University College made you the offer of a place to study here]

Name of consumer: [insert student name here]

Address of consumer(s): [insert student address here]

Signature of consumer(s) (only if this form is notified on paper),

Date: [insert today's date]

If you cancel your contract with Writtle University College **after** 14 days of you either: making WUC your firm choice in UCAS, or of you providing WUC with your acceptance form (whichever happens first), and you have paid a course fee deposit to us, you may not receive a full refund. Please see the Higher Education Fees and Refunds Policy for details about circumstances in which you may be entitled to a refund.

Appendix 2

Regulated courses

[None currently. Regulated courses will be included here as and when they are offered.]