



UNIVERSITY OF CUMBRIA

Sanctuary Scholarship Terms and Conditions

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1. These terms

- 1.1. Any reference to 'we', 'us' or 'our' in these terms is to the University of Cumbria ('the University'), and any reference to 'you' or 'your' is to the person applying for or receiving the University of Cumbria Sanctuary Scholarship ('the Sanctuary Scholarship').

The term 'Programme' means any campus-based or distance learning full-time course offered at undergraduate or taught postgraduate level. You must meet the entry criteria for the programme to be eligible for the Sanctuary Scholarship.

- 1.2. We recognise that sanctuary scholars are, first and foremost, students. As such, sanctuary scholars shall be treated equally to all other students, as far as it is appropriate and practicable to do so.
- 1.3. Sanctuary scholars shall not be discriminated against at any time during their studies on the ground that they are forced migrants. Any such discrimination, should it occur, shall be treated seriously by the University and appropriately dealt with without delay.
- 1.4. Please ensure you print out or save a copy of these terms and any emails from us for your records.

2. Eligibility, admission, and enrolment

- 2.1. On applying for the Sanctuary Scholarship and enrolling at the University you must meet the eligibility criteria for the Sanctuary Scholarship as set out in full on the Sanctuary scheme web page: <https://my.cumbria.ac.uk/Student-Life/News-and-Events/Sanctuary-Scholarship/>
- 2.2. The Sanctuary Scholarship will only commence after you have successfully enrolled to study with us and at the start of your entry to your Programme. (If the scholarship is not allocated for the September intake the scholarship will be offered to the January intake, but only one scholarship will be allocated per academic year.) This means that you must be in receipt of an offer to study with us, meet all conditions of entry to your Programme (including providing any documents which you are required to submit to us as proof thereof), and complete the right to study check that can be found here: <https://www.cumbria.ac.uk/applicants/admissions---next-steps/>.
- 2.3. You must re-enrol with us when required to do so in any subsequent academic year, on your Programme, for your Sanctuary Scholarship to remain in force and continue.
- 2.4. If you defer the start of your Programme, you will be withdrawn from the Sanctuary Scholarship.
- 2.5. To remain eligible for the Sanctuary Scholarship you must continue to make satisfactory progress* on your Programme. You will not be eligible to receive the Sanctuary Scholarship unless you are a current student on programme, including the following situations:
 - 2.5.1. you are suspended from your Programme;
 - 2.5.2. you do not meet the Eligibility Criteria;

2.5.3. you are required to repeat a year of study, or

2.5.4. you are in receipt of another existing scholarship from us.

*See section 4 of the Student Code of Conduct. *You should meet the academic and professional expectations and requirements of your programme* and the standards set out in in the University's Student Codes of Conduct:

<https://my.cumbria.ac.uk/Student-Life/Support/Responding-to-your-concerns/Student-Code-of-Conduct/>

3. Award of the Sanctuary Scholarship

3.1. The Sanctuary Scholarship is provided by way of a fee waiver, covering 100% of your tuition fee for each year of study. This is for a maximum of four years for undergraduate Programmes and a maximum of two years for postgraduate taught Programmes.

3.2. You will also receive a £3,000 bursary each year of study to support associated study and living costs. The bursary will be split into three equal instalments over each academic year and will be paid directly to your bank account. Typically, you will be paid in September/October, January, and April. You must be able to maintain your living costs on top of this bursary for the duration of your programme of study to remain eligible.

3.3. We will be able to support you with free university accommodation (single occupancy room only) should it be required at our Lancaster, Carlisle or and Ambleside campuses. Please note that we are unable to support students living in private accommodation not managed by the University. More details here: <https://www.cumbria.ac.uk/student-life/accommodation/>

4. Your obligations arising under the Sanctuary Scholarship

4.1. Your responsibilities to us include:

4.1.1. being honest and timely when providing us with information concerning whether you meet, or continue to meet, the Eligibility Criteria;

4.1.2. cooperating fully with us in providing us with the information or documentation we require in order to assess and confirm whether you meet or continue to meet the Eligibility Criteria;

4.1.3. informing us immediately as to any change in your immigration status during the time that you are in receipt of the Sanctuary Scholarship;

4.1.4. enrolling at the University each academic year you are entitled to receive the Sanctuary Scholarship;

4.1.5. complying fully with all University regulations, codes of conduct, course requirements, conditions of study and expected standards of behaviour as a student of the University;

4.1.6. making satisfactory academic progress on your Programme; and

4.1.7. ensuring that your conduct and behaviour on and off campus is in keeping with and befitting of one of our Sanctuary Scholarship holders.

5. Our responsibility to you

- 5.1. If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that at the time the agreement was made, it was either clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, because of something we did (or failed to do).
- 5.2. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any consequential or business loss or damage.
- 5.3. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

6. Termination of Scholarship

- 6.1. We may terminate your Sanctuary Scholarship by sending you a written notice in accordance with clause 15 below, to take effect on the date of that termination notice:
 - 6.1.1. where we are of the reasonable view that you have not met your obligations pursuant to this Sanctuary Scholarship;
 - 6.1.2. in the event of your withdrawal from the University or the termination of your studies for whatever reason;
 - 6.1.3. if you are found to have committed a breach of our regulations governing [Student Code of Conduct](#), a serious breach of our [Academic Regulations](#), or your fitness to practise is impaired within the meaning of our policy governing [Fitness to Practise](#);
 - 6.1.4. if we are of the reasonable view that you have provided us with incomplete, untrue, incorrect, or misleading information or documentation in any material respect (including in relation to the Eligibility Criteria) with reference to the Sanctuary Scholarship or your studies with us;
 - 6.1.5. where we are of the reasonable view that you have committed fraud or other dishonest action; and
 - 6.1.6. if you did not declare a criminal conviction to us in circumstances where entry to your Programme or continued enrolment on your Programme required such a declaration to be made.
- 6.2. The Sanctuary Scholarship will terminate immediately and without the need for written notice:
 - 6.2.1. if you do not start your Programme at the start of your expected entry to your Programme, for any reason, including deferral;
 - 6.2.2. if you transfer your studies to a different higher education provider (it may be possible to transfer internally to another programme providing you do not

exceed the four year limit for undergraduate or two year limit for postgraduate);

- 6.2.3. if you are already in receipt of another scholarship award from us, in which case we will only apply the scholarship with the highest value, and which offers the greatest fee reduction to your tuition fees due for your Programme;
 - 6.2.4. on the date your programme of study is terminated, or you are deemed to have withdrawn from the University under our Transfer, Suspension, [Withdrawal and Cancellations Regulations](#);
 - 6.2.5. on the last date available for you to enrol or re-enrol in any subsequent academic year where you fail to do so; and
 - 6.2.6. on the effective date of a change to your programme of your study with us if you have not received written confirmation from us that your Sanctuary Scholarship may be transferred to your new programme of study.
- 6.3. If your Sanctuary Scholarship terminates early under clauses 6.2 or 6.3, any portion of your Sanctuary Scholarship paid in advance, will be removed from your student account and you will be liable to pay the usual tuition fees for your Programme as a home fee paying student from the date of termination of your Sanctuary Scholarship.

7. Events beyond our control

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

8. Your information

- 8.1. Any personal information that you provide to us will be dealt with in line with our [Student Applicants Privacy Notice](#) which explains what information we collect and hold about you, and how we collect, store, use and share such information.

9. No third-party rights

- 9.1. No one other than us or you have any right to enforce any of these terms.

10. Transfer of rights

- 10.1. We may assign, novate or transfer our rights under these terms to another party without your consent, but we will notify you of any such transfer and make sure that your rights are not adversely affected as a result.
- 10.2. You are not allowed to assign, novate or transfer your rights under these terms to anyone.

11. Complaints

11.1. If you are unhappy with how the Sanctuary Scholarship is administered or any decision that we take under these terms which affects you as a student, then you may submit a complaint to us under our [Student Complaints Procedure](#).

12. Severability

12.1. If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

13. Entire agreement

13.1. This agreement, together with our eligibility criteria for scholarships at <https://my.cumbria.ac.uk/Student-Life/News-and-Events/Sanctuary-Scholarship/> and your application documentation to us, constitutes the entire agreement between us in respect of the Sanctuary Scholarship and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between us, whether written or oral, relating to its subject matter, except for your offer letter as varied by this agreement.

13.2. Neither of us will have any remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement, save as mentioned in this agreement.

14. Notices and legal proceedings

14.1. You agree that we may send any notice or other communication we are required to give to you under or in connection with this agreement to you by:

14.1.1. email to your University email account; or

14.1.2. delivered by hand; or

14.1.3. by post to your term-time address that you provide to us for your student records (this might be university halls of residence).

This clause does not apply to the service of any proceedings or other documents in any legal action which may be served in any manner permitted by law.

15. Governing law and Jurisdiction

15.1. This letter, and the contract arising out of your acceptance of the Sanctuary Scholarship on the terms and conditions set out in this letter, shall be governed by, and construed in all respects in accordance with the laws of England and Wales.

15.2. You irrevocably agree that, apart from any independent review of any complaint you may bring about the University by the Office of the Independent Adjudicator for Higher Education, the courts of England are to have exclusive jurisdiction to settle any dispute that may arise out of, or in connection with, this agreement and that, accordingly, any suit, action or proceedings (together in this clause referred to as proceedings) arising out of, or in connection with, this agreement may only be brought in such courts.

