

## **Terms and Conditions: Pre-Doctoral and Research Programmes**

These Terms set out the basis on which Heriot-Watt University ("us" or "we" or "HWU" or "our") will deliver goods, educational services and/or digital content to students who (a) enrol on our distance learning DBR Courses, (b) Matriculate on our Pre-Doctoral Programme, or (c) Matriculate on one of our distance learning Research Programmes, ("you"). Please note that, unless otherwise required pursuant to the Terms, you are entitled to enrol on a DBR Course without the need to Matriculate. By either (a) enrolling on a DBR Course, (b) matriculating on the Pre-Doctoral Programme, or (b) matriculating on a Research Programme, you are agreeing to enter into a contract with us, which is governed by these Terms. Please note that the capitalised terms have the meanings as set out in Schedule 1 and the Terms are interpreted as described in that Schedule. The Schedules form part of these Terms.

### **1. ABOUT US**

- 1.1 We are Heriot-Watt University, a company established by Royal Charter in the UK with company registration number RC000216 and a charity registered in Scotland, Charity No: SC000278, whose registered address is Lord Balerno Building, Edinburgh Campus, Edinburgh, Scotland, EH14 4AS. You can contact us at this address or at the email address [ubs.enquiries@hw.ac.uk](mailto:ubs.enquiries@hw.ac.uk). Further contact details can be found at paragraph 13.7.
- 1.2 HWU is responsible for all academic matters relating to the DBR Courses, Pre-Doctoral Programme and Research Programmes including academic regulation and is the awarding body. The Academic Regulations relevant to the DBR Courses, the Pre-Doctoral Programme and the Research Programmes are available at: <http://www1.hw.ac.uk/ordinances/>.

### **2. OUR CONTRACT**

- 2.1 The Contract is subject to these Terms and you agree that the Contract is also subject to the Academic Regulations and the Policies.

#### DBR Courses

- 2.2 The Distance Learning terms and conditions set out at <https://www.hw.ac.uk/ebs/assets/files/Terms-and-conditions.pdf> (as updated from time to time or located on any successor website) shall apply to the purchase by you of each of the DBR Courses as if they were a "Course" under such terms and conditions, and the reference to "Handbook" in such terms and conditions shall mean the Pre-Doctoral Programme Handbook.

#### Research Programme

- 2.4 You declare that all information included in your Application is true, accurate and complete to the best of your knowledge and belief.
- 2.5 The Offer is our offer to provide your Research Programme to you on these Terms and subject to you meeting the Entry Requirements.
- 2.6 Subject to the satisfaction of any conditions pursuant to paragraphs 2.5, 2.7, 2.8 and 2.9, the receipt by HWU of your Registration Form within the required timescale set out in your Offer will constitute your acceptance of a place on your Research Programme and at which point a Contract will come into existence between you and us.
- 2.7 The Offer we make to you may be conditional or unconditional. If your Offer is conditional, we will set out the conditions which you will need to fulfill in order to be admitted onto your Research Programme.
- 2.8 If it is discovered that your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application form, we may withdraw or amend your Offer, or terminate the Contract pursuant to paragraph 7.7.1, according to the circumstances,

without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.

2.9 If you have not fulfilled the conditions of your Offer and thus not met the Entry Requirements before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer or, on your request, defer your Application to a subsequent date of entry to give you an opportunity to meet the conditions and Entry Requirements.

2.10 Your Research Programme comprises two parts being (a) the Mentored Phase, and (b) the Supervised Stage.

2.11 On commencement of your Research Programme you will undertake the Mentored Phase.

2.12 You will not be able to progress to the Supervised Stage until you have (a) completed the Mentored Phase, and (b) produced a research proposal which is acceptable to the Doctoral Review Committee.

### 3. **TECHNOLOGY**

3.1 You will need the System Requirements to participate on your Research Programme.

3.2 Computer equipment and Internet access costs are not included in the Fees and are your responsibility.

### 4. **MATRICULATION**

4.1 You are required to Matriculate as a pre-condition of entering your Research Programme, provide us with proof of your identity and proof that you have satisfied all of the Entry Requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English. Failure to provide such evidence to our satisfaction may result in you being unable to Matriculate.

4.2 Students who are not matriculated with HWU are not entitled to graduate or receive any intermediate award.

4.3 By completing the Matriculation process, you warrant and represent that:

4.3.1 you have met all of the Entry Requirements;

4.3.2 the information provided by you to us (a) is true, accurate and complete, and (b) does not omit any material information; and

4.3.3 you will comply with the Academic Regulations and Policies and that you have read and will be familiar with the information contained in the Research Programmes Handbook.

4.4 You should note that your progression on your Research Programme and any final award is not guaranteed and is dependent on your academic performance.

### 5. **RIGHTS AND OBLIGATIONS**

5.1 Subject to our right to make changes pursuant to paragraph 5.3, we will use reasonable endeavours to deliver your Research Programme in accordance with the Academic Regulations and with our Policies. Any timetable for the delivery of your Research Programme will be as set out in the Research Programmes Handbook or as otherwise notified by us to you.

5.2 You agree to comply with the Academic Regulations and the Policies and, where applicable, satisfy all reasonable requirements of your Research Programme.

5.3 We may make any changes to your Research Programme:

5.3.1 which are necessary due to Events Outside Our Control;

- 5.3.2 which are necessary to comply with any applicable law or safety requirement; and/or
- 5.3.3 in order to improve the quality of educational services and/or improve or update the Research Programmes, in order to meet the latest requirements of HWU, in order to bring the Contract in line with best practice activities and/or in response to student feedback, provided such changes do not materially affect the nature or quality or the outcomes of your Research Programme.

5.4 If we are required to make a change pursuant to paragraph 5.3, we shall notify you as soon as reasonably practicable and if you are a Consumer and reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from your Research Programme without any liability to pay further Fees in relation to your Research Programme.

5.5 Where you have a sponsor or are undertaking a Research Programme as part of your employment then you will make your sponsor or employer (as the case may be) aware of these Terms and, in particular, paragraph 6.

5.6 You will be bound by these Terms notwithstanding who pays the Fees.

## 6. FEES AND PAYMENTS

6.1 The Fees payable are set out on our Website.

6.2 The Fees are subject to annual review and revision (as applicable). In deciding upon increases in Fees in respect of any subsequent year of study, we will take into consideration such factors as inflation, market competition and other external factors outwith our control. Any changes will be notified to you and if you are enrolled on a Research Programme then you will be entitled to consider if you wish to continue with your Research Programme.

6.3 The Fees must be paid to us as follows:

6.3.1 Research Stage Fee: payable prior to the commencement date of your Research Programme and annually thereafter during your Research Programme on the anniversary of such commencement date until such time as the relevant academic committee at HWU confirms your eligibility for the award of the DBA degree; and

6.3.2 Thesis Examination Fee: payable on submission of the examination copies of your thesis.

6.4 Fees paid are not transferrable.

6.5 Where your Research Programme requires you to purchase additional goods and/or services from us any Additional Costs will be as set out in and payable in accordance with the Website or your Research Programme Information.

6.6 You acknowledge that the Fees are payable by you regardless of whether or not you complete or pass your Research Programme.

6.7 There is no general entitlement to a refund of any Fees once paid. However, subject to the deductions set out in paragraph 6.9, refunds of Fees (or part thereof) will be given by HWU:

6.7.1 in the case of overpayment or receipt of sponsorship after payment of the Fees has been made;

6.7.2 where you are a Consumer and it requires to be repaid pursuant to the Consumer Rights Act 2015 (as amended or superseded from time to time); and

6.7.3 where you are a Consumer, pursuant to paragraphs 7.2 and 7.3.

6.8 In any other circumstance, a refund of Fees may be made by us in accordance with our Refund Policy if you withdraw from your Research Programme.

- 6.9 Where a refund of Fees (or part thereof) is made by us then we shall be entitled to deduct any:
- 6.9.1 fees or charges in connection with the repayment (including any bank transfer fees); and
  - 6.9.2 loss as a result of currency fluctuations between the date of payment of the Fees by you and the refund of the Fees (or part thereof) by us.
- 6.10 You will be required to attend our campus in Edinburgh, Scotland to sit the *viva voce* examination (as referred to in the relevant Research Programmes Handbook) except where there are exceptional circumstances and any alternative arrangements are agreed in writing or email by the Director of Doctoral Programmes. For the avoidance of doubt, any travel, accommodation and other costs incurred by you in respect of such attendance at the *viva voce* examination are not included in the Fees and are your responsibility. In addition, you will be responsible for (a) determining, prior to the commencement of your Research Programme, that you are eligible for a visa (if required) in order to attend our campus in Edinburgh, Scotland for the *viva voce* examination, and (b) obtaining any such visa (if required) for the *viva voce* examination. In the event that you fail to obtain such visa and are unable to travel to Edinburgh, Scotland for the *viva voce* examination then we shall not be responsible for any losses or costs which you may incur or any impact this might have on your Research Programme.
- 6.11 For the avoidance of doubt, the fees payable by you for the DBR Courses will be subject to our Distance Learning terms and conditions referred to in paragraph 2.2 above.

## 7. DURATION AND CANCELLATION OF THE CONTRACT

- 7.1 The Contract will continue until your completion of your Research Programme unless it is cancelled earlier in accordance with these Terms.

### **Paragraphs 7.2 to 7.4 (inclusive) shall only apply where you are a Consumer.**

#### Your Cancellation rights

- 7.2 If you accept our Offer by means of distance communication (i.e. there has been no face to face contact between you and HWU at the time you accept the Offer), you have a right to cancel the Contract within 14 days from the date the Contract is formed (i.e. from your acceptance of our Offer in accordance with paragraph 2.6) without giving any reason by informing us by a clear statement. To cancel, you may use the model cancellation form in Schedule 2 but it is not obligatory. If you use the model cancellation form you can send it by post or by email to the addresses in paragraph 13.7. You may also write to us or email us at those addresses. Subject to paragraph 7.3, if you cancel the Contract in this way we will reimburse (a) the Research Stage Fee, and (b) Additional Costs, you have paid (if any), in respect of the relevant Offer, within 14 days of the date on which you inform us that you wish to cancel.
- 7.3 If your Research Programme is due to commence within the 14 day period referred to in paragraph 7.2, you will only be able to commence your Research Programme on its due date if you provide us with an express request to do so. If you cancel your Contract in the circumstances set out in this paragraph 7.3 then you will be liable to pay for any services provided to you under this Contract up to the receipt by HWU of a clear statement of cancellation from you. You will have no right to cancel any services provided to you under this Contract once they have been fully performed (and you hereby acknowledge that your cancellation rights would be lost in such circumstances).
- 7.4 In addition to your rights under paragraph 7.2, you may cancel the Contract if:
- 7.4.1 we break the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
  - 7.4.2 an Event Outside Our Control prevents us from providing the services to you under this Contract for 16 consecutive weeks or more; or
  - 7.4.3 the events set out in paragraphs 5.4 or 6.2 arise.

- 7.5 If you wish to withdraw from your Research Programme and receive a refund of any of the Fees in any other circumstances, other than those described in paragraph 7.2 (if you are a Consumer), then we will consider your request in accordance with our Refund Policy.

#### Our cancellation and suspension rights

- 7.6 We may cancel the Contract:
- 7.6.1 if an Event Outside Our Control that prevents us from providing your Research Programme continues for longer than 16 consecutive weeks; or
  - 7.6.2 if HWU lose the right for the purposes of relevant legislation or regulatory requirements to provide your Research Programme to you.
- 7.7 Subject to us complying with the Academic Regulations and any relevant Policies we may cancel the Contract at any time with immediate effect by giving you written notice if:
- 7.7.1 it comes to our attention that you have failed to meet or no longer meet the Entry Requirements (including by way of us discovering that you have falsified your qualifications or your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application);
  - 7.7.2 you do not pay us the Fees or Additional Costs when you are supposed to;
  - 7.7.3 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so; or
  - 7.7.4 you have failed to meet the requirements of your Research Programme, as set out in your Research Programmes Information, the Academic Regulations (including in respect of your attendance or academic results) or the Policies.
- 7.8 In addition to our rights under paragraph 7.7, we may suspend your participation on your Research Programme during any period when:
- 7.8.1 any of the Fees are outstanding; or
  - 7.8.2 we are dealing with a serious suspected breach by you of the Academic Regulations and/or the Policies.
- 7.9 If the Contract has been terminated (for any reason), you will no longer be entitled to:
- 7.9.1 use HWU's facilities or services;
  - 7.9.2 attend any seminars;
  - 7.9.3 submit your research proposal or thesis; and/or
  - 7.9.4 proceed to any award of HWU in respect of your Research Programme.
- 7.10 In the event that you are suspended from participation on your Research Programme you may (at our reasonable discretion) no longer be entitled to:
- 7.10.1 use HWU's facilities or services;
  - 7.10.2 attend any seminars;
  - 7.10.3 submit your research proposal or thesis; and/or
  - 7.10.4 proceed to any award of HWU.

## 8. DATA PROTECTION NOTICE

- 8.1 We will process personal data that you provide to us or which we collect about you in accordance with our Privacy Notice.
- 8.2 We may disclose personal data to third parties as set out in our Privacy Notice.
- 8.3 Please inform us promptly of any change of address or other personal information you have provided to us.

## 9. LIABILITY

- 9.1 Subject to paragraph 9.3, we will not be held responsible for (a) any injury to you (financial or otherwise), (b) any damage to your property, caused by another student or by any person who is not an employee or authorised representative of HWU, (c) any delay, disruption, failure or disturbance in the operation of the Internet, (d) issues with your data connection or devices, (e) you failing to (i) have the System Requirements, (ii) apply an update, or (iii) follow our instructions (or those of our suppliers), or (f) any failure by us to perform our obligations to you where this is due to (i) Events Outside Our Control as set out in paragraph 10, or (ii) incorrect details provided by you.
- 9.2 Subject to any other provision of these Terms, if you are a Consumer and we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.
- 9.3 Nothing in these terms and conditions shall limit our liability to you for fraud or wilful default or for death or personal injury caused by our negligence or where it would be unlawful to do so.
- 9.4 In all cases our liability to you in connection with your Research Programme will not exceed the Fees charged to you for your Research Programme the previous 12 months from the date of the event giving rise to the claim.
- 9.5 For the avoidance of doubt, any issues of liability relating to the DBR Courses will be subject to our Distance Learning terms and conditions referred to in paragraph 2.2 above.

## 10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance under these Terms:
- 10.1.1 we will contact you as soon as reasonably possible to notify you;
- 10.1.2 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; and
- 10.1.3 we will restart the delivery of your Research Programme and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.

## 11. COMPLAINTS

If you have any complaints about the processes or procedures of HWU or your Research Programme, you can raise these with us by contacting us at the address in paragraph 13.7. For further information, please see our Complaints Policy and Procedure at <https://www.hw.ac.uk/students/studies/complaints/complaints.htm>

## 12. YOUR RIGHTS AS A CONSUMER

Where you are a Consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights is available from your local Citizen's Advice Bureau.

## 13. GENERAL

13.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing or email if this happens and we will ensure that the transfer does not affect your rights under the Contract.

13.2 Your Research Programme is non-transferrable.

13.3 If we make any changes to these Terms these will be published on our Website.

13.4 If we fail to insist that you perform any of your obligations under these Terms, or do not enforce our rights or delay in doing so, that will not mean that we have waived our rights or 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 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them or parts thereof are unlawful, the remaining paragraphs and (where applicable) the parts thereof will remain in full force and effect.

13.6 The Contract is between you and us only. Except where the Contract is transferred by us pursuant to paragraph 13.1, no other person shall have any rights to enforce it.

13.7 Our contact details are as follows:

Heriot-Watt University  
Edinburgh  
EH14 4AS  
UK  
Telephone: +44 (0)131 451 3090  
Email: [enquiries@ebs.hw.ac.uk](mailto:enquiries@ebs.hw.ac.uk)

13.8 You confirm that you have read these Terms carefully before agreeing to be bound by them.

13.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the laws of Scotland.

13.10 Any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts. Notwithstanding the foregoing, if you are a Consumer then:

13.10.1 if you live in England you can bring legal proceedings in either the Scottish or English courts;

13.10.2 if you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts;

13.10.3 if you live in the European Union ("EU") or the European Free Trade Area ("EFTA") then you will only be able to raise a claim in the Scottish courts unless Scotland and/or the United Kingdom becomes a signatory to the Lugano Convention or otherwise which provides that, notwithstanding any jurisdiction provisions in an agreement with a Consumer, Consumers in the EU and EFTA may raise claims in the state in which they live; and

13.10.4 if you live elsewhere or in all other circumstances then any dispute or claim will be subject to the exclusive jurisdiction of the Scottish courts.



## Schedule 1

### DEFINITIONS AND INTERPRETATION

1. In these Terms, the following terms have the meanings as set out below:

<b>"Academic Regulations"</b>	means the ordinances and regulations of HWU from time to time which can be viewed at <a href="http://www1.hw.ac.uk/ordinances/">http://www1.hw.ac.uk/ordinances/</a> ;
<b>"Additional Costs"</b>	means any costs in addition to the Fees which are payable by you to us in connection with your Research Programme (including seminar fees, thesis resubmission fees and graduation fees);
<b>"Application"</b>	means your application for a place on a Research Programme;
<b>"Consumer"</b>	has the meaning given to it in section 2 of the Consumer Rights Act 2015;
<b>"Contract"</b>	means the contract between you and us for the provision of your Research Programme (being made up of these Terms and the Policies);
<b>"DBR Courses"</b>	means the Edinburgh Business School distance learning Doctoral Business Research 1, 2 and 3 courses provided by HWU which are listed on the Website; and "DBR Course" shall be construed accordingly;
<b>"Entry Requirements"</b>	means any entry requirements set out on the Website or in the Offer, including in relation to the qualifications or grades you must achieve to commence your Research Programme (including passing the DBR Courses);
<b>"Event Outside Our Control"</b>	means any event or circumstance which is beyond our reasonable control;
<b>"Fees"</b>	means the Research Stage Fee and the Thesis Examination Fee (as referred to in clause 6.3) payable by you in relation your Research Programme;
<b>"Matriculation"</b>	means the administrative act of becoming a student of HWU including entering into the Student Declaration; and "Matriculate" shall be construed accordingly;
<b>"Mentored Phase"</b>	the mentored phase of the Research Programme where you develop the research proposal;
<b>"Offer"</b>	means our written offer to you of a place on your Research Programme;
<b>"Policies"</b>	means such of rules, policies and procedures of HWU in force from time to time that are relevant to the Research Programme, and that are made available to you on the Student Portal or otherwise provided to you (including, without limitation, (a) HWU's Postgraduate Research Student Code of Practice, and (b) our Refund Policy, Disciplinary Policy and Complaints Policy & Procedure);

<b>"Pre-Doctoral Programme"</b>	means the pre-doctoral programme comprising the DBR Courses and leading to an award of "Postgraduate Certificate in Business Research Methods" on successful completion;
<b>"Pre-Doctoral Programme Handbook"</b>	means the handbook ( <i>Doctoral Student Handbook 1: The Course Stage</i> ) in relation to the Pre-Doctoral Programme including the arrangements for delivery, which is updated from time to time and available on the Student Portal;
<b>"Privacy Notice"</b>	means the relevant privacy notice to be found at <a href="https://www.hw.ac.uk/services/information-governance/protect/privacy-and-your-data-rights.htm">https://www.hw.ac.uk/services/information-governance/protect/privacy-and-your-data-rights.htm</a> (as updated from time to time);
<b>"Refund Policy"</b>	means the applicable refund policy for Edinburgh Business School (as updated from time to time);
<b>"Registration Form"</b>	means the student registration form which is included with the Offer.
<b>"Research Programmes"</b>	means (a) the distance learning DBA doctoral research programme of study, and (b) the distance learning PhD doctoral research programme of study, the details of which are set out in the Research Programmes Information; and "Research Programme" shall be construed accordingly;
<b>"Research Programmes Handbook"</b>	means (a) <i>Doctoral Student Handbook 2: The Research Proposal</i> , and (b) <i>Doctoral Student Handbook 3: Supervision and Examination</i> , in relation to the Research Programmes including the arrangements for delivery, which are updated from time to time and available on the Student Portal;
<b>"Research Programmes Information"</b>	means the description of the Research Programmes set out on the Website and in the relevant Research Programmes Handbook;
<b>"Student Declaration"</b>	means either (a) the hardcopy form provided by HWU, or (b) the online form on the Student Portal, setting out various declarations to be given by students when they are commencing or continuing with their Research Programme;
<b>"Student Portal"</b>	means the Edinburgh Business School online student portal;
<b>"Supervised Stage"</b>	the supervised phase of the Research Programme where you write the intermediate thesis and, where applicable, the doctoral thesis;
<b>"System Requirements"</b>	means the system requirements and IT functionality set out at: <a href="https://www.hw.ac.uk/ebs/study/student-support.htm">https://www.hw.ac.uk/ebs/study/student-support.htm</a> (as updated from time to time) and any successor website; and
<b>"Website"</b>	means our website at <a href="http://www.hw.ac.uk">www.hw.ac.uk</a> (as updated from time to time) and any successor website.

2. When examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the related general words.
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted.

4. A reference to a paragraph is to a paragraph of these Terms.
5. In the event of any conflict or inconsistency between (a) the description of your Research Programme detailed in the Research Programme Information, and (b) a provision in these Terms and the documents forming part of the Contract (including the Offer), these Terms shall prevail and should be taken as correct.

*Version 1.3*

*Last updated: 11 June 2021*

**Schedule 2**

# **Cancellation Form**

Heriot-Watt University  
Edinburgh  
EH14 4AS  
UK  
Email: enquiries@ebs.hw.ac.uk.

I hereby give notice that I cancel my contract for studying on the course or programme described below:

Order Number	Price	Description

Accepted on

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Name of student

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Address of student

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Email address and telephone number of student

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Signature of student (only if this form is notified on paper)

Date: