

Undergraduate and Postgraduate (Taught) Scholarships and Bursary Awards

Standard Terms and Conditions

The following Terms and Conditions are applicable to all undergraduate and postgraduate (taught) scholarship and bursary awards (an "Award") made to students and administered by the University of Durham (the "University"). In accepting any Award in accordance with Clause 1 of these conditions, you hereby enter into a binding contract with the University and thus agree to be legally bound by (1) the provisions of the Terms and Conditions herein; and (2) any specific additional Terms and Conditions which may be applicable to your Award of which you may be notified by the University from time to time; (together "this Agreement"). In the event of any conflict between these Terms and Conditions and any specific additional Terms and Conditions which you are notified by the University are applicable to your particular Award, the latter terms shall take precedence.

It is your responsibility as Awardee to ensure you fully understand and are familiar with all terms and conditions associated with your Award, and that at all times, you remain in full compliance with such terms. Any failure to do so may put you at risk of losing future Award payments, and/or being required by the University to repay any payments of your Award that you may already have received prior to any such breach.

1. Offers of Awards shall be made to Awardees by the University in writing via an official Offer Letter. Offers of Awards shall be accepted by Awardees in accordance with the terms of the applicable Offer Letter.
2. You hereby acknowledge that your Award offer may have been made subject to your meeting certain academic conditions for admission to your chosen programme of study at the University as will be stated in your Offer Letter. In the event that you are subsequently unable to meet any such academic conditions for any reason, the University reserves the right to withdraw the Offer with immediate effect, and to terminate this Agreement without any liability to you, whatsoever.
3. You hereby acknowledge and agree that payment by the University of all instalments of any Award shall be made strictly subject to your having continued to make academic progress on your programme of study to the University's satisfaction. The decision as to whether any Awardee is deemed to have made satisfactory progress on their programme of study to receive payment of any Award shall be made at the University's sole discretion.
4. Awards may be made by the University in association with a particular College of the University. Any such association shall be clearly stated in your Offer Letter. Where your Award is offered in association with one of the University's Colleges you hereby acknowledge that to receive your Award, you will be required to take up

membership of such college and to remain resident within that college during University term time for the duration of your Award. Any failure to do so, may render you ineligible to receive or continue to receive any payment of your Award.

5. For the duration of your Award, you will be required to submit progress reports to the University as and when requested, documenting the impact your Award has had on your academic and personal development. In addition, you may be required by the University to attend events and participate in internal and external communications activity relating to your Award, where you are reasonably able to do so.
6. In accepting any Award you hereby grant the University express permission to use your name, image and any applicable case study information in any publication, marketing, or advertising associated with the University and/or your Award. You agree to ensure that the University is regularly updated in the event that there is any change to your relevant contact details, and that the University holds a non-University email address through which you can be contacted at all times.
7. In the event that during the duration of your Award you wish to supplement your income by undertaking part-time paid employment, you may do so, but only where you do so strictly in accordance with the student working hour recommendations issued by the University's Student Employment Service which is part of the University's Careers Employment and Enterprise Centre (CEEC). Such guidance can be found at <https://www.dur.ac.uk/careers/s/emp/part-time/workinghours/>. You shall at all times be responsible for ensuring that any part-time paid employment you chose to undertake in accordance with this Clause 7 shall not at any time negatively impact upon your studies at the University or your ability to make academic progress on your programme of study satisfactory to the University. You are reminded that any failure to do so, may result in withdrawal of your Award in accordance with the provisions of Clause 3 herein.
8. It is a requirement of your Award that you fully register and are enrolled on your programme of study within three (3) weeks of your programme's published start date, and that you remain so for the duration of your Award. Where you fail to register on your programme of study on expiry of three (3) weeks following your Programme's published start date the University reserves the right to withdraw the Offer with immediate effect, and to terminate this Agreement without any liability to you, whatsoever. No payment of any award or part thereof shall be made to you until you are fully registered with the University.

9. For the avoidance of doubt, nothing in this Agreement can be construed as creating any employment or partnership relationship between you and the University, and you are not considered to be an employee of the University. Payment of your Award is not considered taxable income by HMRC.
10. You hereby acknowledge that you understand that Student registration is required annually throughout your programme of study via the University's on-line enrolment process in order to continue to receive your Award. The University monitors enrolment and registration through the University's Student Information System (Banner) and payment of your Award shall cease where at any point during your programme of study you cease to be fully registered with the University. It is your responsibility to fully familiarise yourself with all circumstances under which your registration status may change.
11. Awards shall be paid to you in GBP (UK Pounds Sterling) via BACS (Bank Automated Clearing System) unless otherwise stated in your Offer Letter. Payment shall be made into a UK-based bank account, the details of which you must inform the University in writing. It is your responsibility to ensure that the University at all times holds up-to-date bank account details for you. In the event of any change to your bank account details you must inform the University immediately and in any case at least one (1) month in advance of payment of any instalment of your Award. The University accepts no responsibility or liability for any delay in receipt of any payment of your Award where you have failed to promptly notify the University of any change to your bank account details.
12. For students enrolling in their first year at the University, you should be aware that the University cannot give any guarantee that any Award payment shall be made to you prior to the start date of your studies. For this reason, you are required to ensure you have sufficient available funds to cover your financial needs in the event of any delay in receipt of your Award payment. The University accepts no responsibility or liability for any damages, costs or expenses you may incur as a consequence of any delay in the University making any Award payment for any reason.
13. The instalments in which you will receive your Award shall be as specified in your Offer Letter and are non-negotiable.
14. Where under the provisions of clause 10 herein, your registration status changes at any point during your Programme of study and your award is subsequently withdrawn, there is a possibility you may receive an overpayment of your award, particularly where such status change occurs immediately following an Award

payment, or before the University is able to cancel a forthcoming payment. You are strictly only entitled to receive payment of your Award whilst fully registered and actively participating in your Programme of study, thus in the event you receive any overpayment of your Award covering any period where you are not fully registered, or participating you shall be required to repay all such sums on a pro-rata basis where you have participated in part of your Programme and in full where you have been paid, but have not engaged with your Programme of Study. Where you are in receipt of any overpayment of your Award which has been made to you for any reason, repayment of such overpayment must be made within thirty (30) days of receipt of an invoice. The University reserves the right to deduct any such overpayment from any sum then due to you from the University or which at any time thereafter may become due to you under this Agreement or under any other agreement with the University. Under exceptional circumstances and at the sole discretion of the University, the University may review the circumstances surrounding any suspension, deferral or withdrawal which has led to any overpayment of an Award and may choose to waive the University's right to recovery of overpayments from you.

15. In the event that you are prevented from studying by ill-health for a continuous period of two (2) weeks or more, you are required to immediately inform your supervisor and provide a valid medical certificate confirming the reason for any absence. You should be aware that any sustained period of absence from your studies may impact on your eligibility to continue receive your Award. For this reason, you are required to also ensure this information is communicated to the Scholarships and Student Funding Office (SSFO) who can then advise as to what is the best course of action to take having due regard to the terms of this Agreement. Where a period of ill health prevents study for a period in excess of two (2) weeks, a concession may have to be raised, or a suspension of studies sought, which may in-turn affect your registration status and your eligibility to continue to receive payment of your Award.
16. In the event that you are required to repeat an academic year of study for any reason, you shall not be entitled to receive any Award during such repeat year of study. At the sole discretion of the University any only where applicable, Award payments may recommence once you have been approved by the University to progress to the next level of study, and you are subsequently deemed by the University to be making satisfactory progress.
17. The University reserves the right to withdraw your Award immediately and without notice to you where you are determined by the University to have misled the University about any aspect of your eligibility to receive your Award. Under any such

circumstances, the University shall be entitled to seek repayment of any portion of your Award which may already have been paid to you.

18. You hereby consent to allow the University to make contact with you at any time following completion of your studies to seek updates regarding how your Award may have impacted upon or influenced your career.
19. In the course of administering your Award you understand and acknowledge that the University may have access to certain confidential information about you. Subject to the provisions of Clause 20, the University undertakes to use all reasonable endeavours to keep such information confidential and not to share such information with any third party without your prior consent.
20. You understand that the University of Durham is subject to the provisions of the Freedom of Information Act 2000 and you hereby agree that nothing in these terms and conditions shall be taken to prevent the University from making any disclosure required under the provisions of this Act.
21. Any personal information collected by the University during the course of administration of your Award shall be handled and processed by the University strictly in accordance with the provisions of the Data Protection Act 1998.
22. The University reserves the right to make changes to these terms and conditions at any time where such a change arises as a result of changes in regulations or legislation affecting the Services.
23. The University may unilaterally change the terms in these terms and conditions by giving you at least one (1) month's written notice of the University's intention to do so. In the event that you do not wish to accept any such revised terms, you reserve the right to terminate this Agreement by written notice to the University.
24. This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto.
25. If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
26. Nothing in this contract confers or purports to confer on any third party any right to enforce any term of this Agreement.

27. This Agreement shall be interpreted according to the laws of England and Wales.