1 These terms

1.1 Any reference to ‘we’, ‘us’ or ‘our’ in these terms is to the University of Southampton, and any reference to ‘you’ or ‘your’ is to the person named above.

1.2 Whilst we may make changes to the terms applying to our scholarship offers from time to time, these terms will continue to apply to this Sanctuary Scholarship until your Scholarship comes to an end.

1.3 Please ensure you print out or save a copy of these terms and any emails from us for your records.

2 Admission, enrolment, and eligibility

2.1 On applying for the Sanctuary Scholarship (the Scholarship) and enrolling at the University of Southampton you must meet the eligibility criteria for this Scholarship as set out in full at Sanctuary Scholarship | The Student Hub | University of Southampton.

2.2 Your Scholarship will only commence after you have successfully enrolled to study with us and at the start of your entry to your Programme in September for 2023 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.

2.3 Sanctuary Scholarship eligibility criteria:

2.3.1 At the time of starting your Programme in September 2023 you must not be eligible for Government funding, such as Student Finance England. This means that at the time of starting your Programme you need to be one of the following

(a) An asylum seeker- a person who has made a claim with the UK for refugee status
(b) An individual who has been granted some form of temporary status – such as limited leave to remain
(c) Or be a Dependant or partner of someone who has been granted one of the above immigration statuses and is therefore not eligible for Government funding such as Student Finance England *

* Please note spouse/civil partners must have been the spouse/civil partner on the date on which the asylum application was made. Children/stepchildren must have been aged under 18 on the date on which the asylum application was made.

2.3.2 At the time of applying for the Scholarship you are required to be holding an offer of study at one of our Undergraduate Programme or Postgraduate Taught Programmes. This can be a conditional or unconditional offer.

2.4 You must re-enrol with us when required to do so in any subsequent academic year, on your Programme, for your Scholarship to remain in force and continue.

2.5 Any changes to your immigration status must be immediately and without delay disclosed to the Scholarship team so that we can discuss your options. Those options
may be either to continue with the Scholarship or withdraw and apply for Government funding such as Student Finance England.

2.6 If you defer the start of your Programme, you will be withdrawn from the Scholarship.

2.7 To remain eligible for this Scholarship you must continue to make satisfactory progress on your Programme, and you will not be eligible to receive this Scholarship for any period in which: your Programme is suspended; or you repeat a year of study, or you are in receipt of an existing Scholarship from us.

3 Award of Scholarship

3.1 Your 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 3 years for Undergraduate Programmes and a maximum of 1 year for Postgraduate Taught Programmes.

3.2 You will also receive a £7,020 bursary 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 May/June.

3.3 We may be able to support you with university accommodation should it be required but note that we are unable to support students living in private accommodation not managed by the University.

4 Your obligations arising under this Scholarship

4.1 Your responsibilities to us include being honest and timely when providing us with information concerning your eligibility for the Scholarship, cooperating fully with us in providing us with the information or documentation we require in order to assess and confirm your eligibility or continued eligibility for the Scholarship, enrolling each academic year, making satisfactory progress on your Programme ensuring that your conduct and behaviour on and off campus is in keeping with and befitting of one of our Scholarship holders, carrying out an ambassadorial role in supporting the Sanctuary Scholarship team.

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 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 Expiry and Termination of Scholarship

6.1 Unless your Scholarship is terminated early under this agreement, it will end as follows:

6.1.1 For scholarships awarded for undergraduate study the Scholarship will end after 3 years of academic study.

6.1.2 For scholarships awarded for Postgraduate Taught study the Scholarship will end after 1 academic year.

6.2 We may terminate your Scholarship by sending you a written notice in accordance with clause 15, to take effect on the date of that termination notice:

6.2.1 where we are of the reasonable view that you have not met your obligations under this Scholarship.

6.2.2 if you are found to have committed a serious breach of our Regulations Governing Student Discipline (Available as part of the University Calendar at Section IV: General Information and Regulations | University Calendar | University of Southampton), a serious breach of our Academic Integrity Regulations (This is where the sanctions applied are at regulation 5.4.5 or above in the Academic Integrity Regulations.) or your fitness to practise is impaired within the meaning of regulation 11.2.4, 11.2.5 and 11.2.6 in section A of our Regulations Governing Fitness to Practise.

6.2.3 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 with reference to this Scholarship or your studies with us.

6.2.4 where we are of the reasonable view that you have committed fraud.

6.2.5 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.

6.3 Your Scholarship will terminate immediately and without the need for written notice:

6.3.1 if you do not start your Programme at the start of your expected entry to your Programme in the 2023 academic year, for any reason, including deferral.

6.3.2 if you are already in receipt of a 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.

6.3.3 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 Termination Regulations (Available as part of the University Calendar at Section IV: General Information and Regulations | University Calendar | University of Southampton).

6.3.4 on the last date available for you to enrol or re-enrol in any subsequent academic year where you fail to do so.
6.3.5 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 Scholarship may be transferred to your new programme of study.

6.4 If your Scholarship terminates early under clauses 6.2 or 6.3, any portion of your 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 an overseas student from the date of termination of your Scholarship.

7 Events beyond our control

7.1 We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

8 Your information

8.1 Any personal information that you provide to us will be dealt with in line with our Privacy Policies for applicants available at Privacy Notice - Applicant | University of Southampton and for students available at Privacy Notice | Student and Academic Administration | University of Southampton, 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 transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

10.2 You are not allowed to transfer your rights under these terms to anyone.

11 Complaints

11.1 If you are unhappy with how your 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 Regulations Governing Student Complaints (Available as part of the University Calendar at Section IV: General Information and Regulations | University Calendar | University of Southampton).
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 Conflict

13.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of your offer letter, the provisions of this agreement shall prevail.

14 Entire agreement

14.1 This agreement, together with our criteria for scholarships at Sanctuary Scholarship | The Student Hub | University of Southampton and your application documentation to us, constitutes the entire agreement between us in respect of the 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.

14.2 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.

15 Notices and legal proceedings

15.1 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 (i) email to your university email account or (ii) delivered by hand or (iii) by post to your term-time address that you provide to us for your student records. This 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.

16 Governing law and Jurisdiction

16.1 This letter, and the contract arising out of your acceptance of the 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.

16.2 You irrevocably agree that, apart from any independent review of your complaint 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 be brought in such courts.