

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 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 You must continue to meet the eligibility criteria for this Scholarship as set out in full at [International Merit Scholarships | University of Southampton](#) for the duration of your studies with us.
- 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 the 2024 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), pay any deposits to us where required by your Programme, and be classified as an overseas student under rules and regulations for fees classification and be self-funded before your Scholarship will be in force and start.
- 2.3 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.
- 2.4 If you defer the start of your Programme, you will lose this Scholarship.
- 2.5 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 reduction to your tuition fees due for your Programme and is not paid out or payable to you as a cash alternative.

3.2 Your Scholarship will be apportioned as a percentage of the value of your Scholarship, due for that academic year and applied to your student account as a tuition fee waiver as follows:

Percentage of the value of the Scholarship	Programmes starting in September	Programmes starting in February
34%	Start of October	Start of February
33%	Start of January	Start of April
33%	Start of April	Start of May

3.3 You remain liable to pay us the balance of your tuition fees (and any interest thereon) which is due for payment, in line with our Fees, Charges and Expenses Regulations(Available as part of the University Calendar at [Section IV: General Information and Regulations | University Calendar | University of Southampton](#). and remain responsible for all other costs, including accommodation and living costs, associated with your studies.

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 and paying all amounts due to us as and when they fall due.

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 Paying back your Scholarship

- 6.1 In addition to us terminating your Scholarship, you will be liable to pay us back on demand, the whole or any part of the Scholarship that you have already received from us in any of the circumstances set out in clause 7.2.3 to 7.2.6 below.

7 Expiry and Termination of Scholarship

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

- 7.1.1 For scholarships awarded for each year of study, by the end of the Programme following standard progression; and
- 7.1.2 For scholarships awarded for the first year of entry to that Programme, by the end of that academic year.

You will be liable to pay the usual tuition fees for your Programme as an overseas student when the Scholarship ends.

- 7.2 We may terminate your Scholarship by sending you a written notice in accordance with clause 16 , to take effect on the date of that termination notice:

- 7.2.1 where we are of the reasonable view that you have not met your obligations under this Scholarship.
- 7.2.2 where your tuition fees for your Programme are not paid to us on time. Failure to pay your tuition fees to us, when they are due will also lead to termination of your programme under our Fees, Charges and Expenses Regulations.
- 7.2.3 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.)¹ 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.
- 7.2.4 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 with reference to this Scholarship or your studies with us.
- 7.2.5 where we are of the reasonable view that you have committed fraud.

- 7.2.6 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.
- 7.3 Your Scholarship will terminate immediately and without the need for written notice:
- If you do not start your Programme at the start of your expected entry to your Programme in the 2024 academic year, for any reason, including deferral.
- 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.
- 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](#)).
- On the last date available for you to enrol or re-enrol in any subsequent academic year where you fail to do so.
- 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.
- 7.4 If your Scholarship terminates early under clauses 7.2 or 7.3, any portion of your Scholarship reflecting as a fee waiver falling due on or after that date of termination, 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.
- 8 Events beyond our control**
- 8.1 We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.
- 9 Your information**
- 9.1 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.
- 10 No third-party rights**
- 10.1 No one other than us or you have any right to enforce any of these terms.

11 Transfer of rights

- 11.1 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.
- 11.2 You are not allowed to transfer your rights under these terms to anyone.

12 Complaints

- 12.1 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](#).).

13 Severability

- 13.1 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.

14 Conflict

- 14.1 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.

15 Entire agreement

- 15.1 This agreement, together with our criteria for scholarships at [International Merit Scholarships | 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.

- 15.2 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.

16 Notices and legal proceedings

- 16.1 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.

17 Governing law and Jurisdiction

- 17.1 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.
- 17.2 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.