

Warwick Summer School in Collaboration with St Mary's University

Terms and conditions

1. Binding terms

These terms and conditions, to which you hereby agree to be bound, apply to your participation in the Warwick Summer School 2019 programme (the “**Summer School**”) and provision of such programme by The University of Warwick, Coventry, CV4 8UW, UK (the “**University**”). These terms and conditions form the entire agreement between the University and you with respect to the Summer School only. You are required to organise, book and pay for your own board and accommodation as set out on the Summer School website and the provision of accommodation shall be subject to the standard terms and conditions of the accommodation supplier.

2. Consequences of falsifying information

You have been offered a place on the Summer School on the basis of the information you have provided in your application. If any of the information provided by you has been falsified, or we reasonably suspect that it has been falsified, the University reserves the right to request further information from you to substantiate your position and/or to terminate your participation in the Summer School.

In the event that your participation in the Summer School is so terminated, the provisions of clause 4 below shall apply.

3. Payment terms

3.1 Tuition fee

You are liable to pay in full the tuition fee stated on the Summer School website, no later than Friday 31st May 2019. If the University has not received full cleared payment of the tuition fee from you by that date, the University may terminate your participation in the Summer School.

3.2 Accommodation

As set out above, you are required to organise, book and pay for your own board and accommodation as set out on the Summer School website. The University cannot be held responsible for any failure on your part to arrange and make the accommodation booking. However, in the unlikely event that the University has to cancel the Summer School, the University will pay for any reasonable, relevant charges to your accommodation provider subject to a limit of £50 per night.

3.3 General

All payments must be made in pounds sterling and are exclusive of VAT and other taxes, where applicable. Any currency conversion costs or other charges incurred in connection with any payments shall be paid by you. The University will not accept any deduction from the tuition fee in any event.

4. Cancellation

4.1 Cancellations, postponement and changes by the University

In the unlikely event that a course or a component of a course on the Summer School is cancelled or postponed, the University reserves the right to transfer you onto an alternative course. The University will endeavour to inform you about cancellations or postponements as early as possible. In the event of full cancellation of the whole Summer School by the University, the University will refund any payment made for the tuition fees.

In any event, the University reserves the right to:

- Change or amend course content;
- Substitute course faculty, including the course tutor;
- Change or substitute guest speakers; and
- Change the course venue;

The University will not accept liability for any costs incurred by you (or any other person) as a result of a course or a component of a course being cancelled or postponed, or as a result of any modification or amendment of course contents, faculty, venue, or timetables.

4.2 Cancellation by you

4.2.1 General right to cancel

Subject always to clause 4.2.2 below, you must notify the University in writing if you wish to cancel your participation in the Summer School. In the event of cancellation, the following rules will apply:

- For notice of cancellation received by the University by no later than 25th June 2019 the University shall be entitled to retain 25% of the tuition fee;
- For notice of cancellation received after 25th June 2019, the University shall be entitled to retain all payments made in relation to the tuition fee.

4.2.2 Right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

In addition to the other terms and conditions specified herein the following terms shall apply:

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise the right to cancel, you must inform us, The University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW (Tel: +44 (0)203 859 7720) ([Email: wss@warwick.ac.uk](mailto:wss@warwick.ac.uk)), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form in Schedule 1, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

4.2.2.1 Effect of cancellation in accordance with clause 4.2.2

- If you cancel this contract in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

5. Course language

All courses on the Summer School are taught in English and you must possess a good standard of English language and comprehension to participate. The University does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

6. Course material, services and conduct

Payment of the tuition fee in accordance with these terms and conditions entitles you to participate in the relevant course and to use the University's facilities. Unless indicated otherwise, the tuition fee does not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the course tenure.

Course outlines and syllabi are correct at the time of going online or to print. Views expressed by faculty members are their own. The University does not accept any liability for advice given or views expressed by course faculty members or in any notes or documentation provided to course participants.

You will be solely responsible for determining whether the Summer School is sufficient and suitable for your needs. The University does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Summer School.

The University reserves the right to remove you from a course or exclude you from University premises if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of the University.

You will provide the University with all information reasonably requested by the University in connection with the Summer School.

7. Visa information

The University recommends that all participants from outside the European Union verify their visa requirements with the British Embassy or British High Commission.

You are responsible to obtain the required visa to enable your lawful participation in the Summer School. If you do not obtain the required visa by the start date of the Summer School, you will not be able to participate in the Summer School. In the event that you are unsuccessful in obtaining a valid visa, subject to a deduction of £50 administration fee, you will be entitled to a refund on your tuition fee if you can demonstrate:

1. that you applied for your visa six (6) weeks in advance of the commencement of the Summer School;

And

2. after initial visa rejection, you applied again with complete documents or any requirements imposed by the British Embassy or British High Commission. In any event, you will only be eligible for a refund if you applied twice and were rejected.

To obtain this refund, you must provide proof of your visa application and the date it was made together with the rejection of your application by the Embassy. If you applied for your visa less than six (6) weeks prior to the commencement of the Summer School, you shall not be entitled to any refund.

In no circumstances will the University issue documentation to support a visa application prior to receiving payment in full for the tuition fee.

8. Data protection

The University will process any of your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. The privacy notice on the webpage relevant to your application/registration for the Summer School provides specific information about how the University will process your personal data. Further information in relation to data protection is available at:

<https://warwick.ac.uk/services/vco/exec/registrar/legalservices/dataprotection/>.

9. Force majeure

The University shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, terrorist incident, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

10. Limitation of liability

Subject to the third paragraph of this clause 10, the liability of the University to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of a course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to:

- (i) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the University had been advised of the possibility of those losses or if they were within the University's contemplation; or
- (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

In any event, subject to the third paragraph of this clause 10 the liability of the University to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Summer School.

Nothing in these terms and conditions will operate to limit or exclude the liability of the University for death or personal injury arising from the University's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

The University accepts no liability for loss or damage to your personal property and belongings, and insurance cover for such items shall be your sole responsibility.

The University will not be liable for costs incurred by you (or any other person) in the event of cancellation of your participation in the Summer School pursuant to these terms and conditions, including but not limited to cancellation or alteration of travel arrangements, accommodation reservations and other costs.

The warranties and undertakings given by the University in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

11. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

12. Insurance

You are advised to take out insurance for you and your possessions for the duration of your stay, and for your travel to and from residences.

SCHEDULE 1
Model cancellation form

To:
Warwick Summer School
The University of Warwick
7 The Stanley Building,
7 Pancras Square
N1C 4AG

Tel: 0203 859 7720

I (the consumer) hereby give notice that I cancel the contract for my participation in the Warwick Summer School 2019

Ordered on :
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Name of consumer :
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Address of consumer :
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Signature of consumer :
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Date :
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