

# **Pre-sessional English Course**

## **Terms and Conditions**

### **Section 1: Pre-sessional**

#### **1.1 Payment**

In the case of an individual registering for any phase of the University of Warwick (the "University") Pre-Sessional Course (the "Course"), the individual Participant (the "Participant") is committing to pay the full course fee ("the Fees"), without any set off or deduction. An electronic deposit payment will be required at the time the booking is made ("the Deposit").

Details of the Fee for attending the Course including the payment of the Deposit are as stated on the registration pages of the Centre for Applied Linguistics website. The Fees will cover registration for the Course as stipulated on the webpages under the options available and will cover costs associated with facilities and hosting the event as detailed on the website and which may include the cost of accommodation booked through the University. Should you be offered a place on the Course you are liable to pay the Fees in full. If the University has not received full cleared payment of the Fees from you by the relevant date specified, the University may terminate your participation in the Course without further notice to you.

It is anticipated that, in sponsoring a Participant, a company is committed to meet that Participant's Course fees. A sponsoring company (the "Sponsor") must ensure that payment of the Deposit can be made at the time of booking the Course and will provide the Participant with a sponsor letter. A Participant will not be enrolled on to the chosen Course without payment of the Deposit being provided by their Sponsor. The University will invoice the Sponsor.

In no circumstances will a Participant be permitted to attend a Course without full payment of the Deposit.

#### **1.2 Fees for Participants who leave the Course**

When a Participant leaves the Course due to non-attendance, or withdrawal by the Sponsor, the Course Fee and any Deposit, whether paid by the Participant or a Sponsor, is non-refundable and is forfeited.

#### **1.3 Fees for Participants who leave their Sponsor**

Where a Participant leaves their Sponsor after the Course has started then the Sponsor shall forfeit any payment made to the University in respect of the Course. Should the Participant wish to complete the Course independently of the Sponsor then this must be made clear to the University in writing by both the Participant and the Sponsor. In this instance, the University will not issue a full or part-refund to the Sponsor and will not expect any further payment from the Participant.

#### **1.4 Cancellation by the University**

The University will make all reasonable efforts to deliver the Course as outlined on the website and in any brochure. However the University reserve the right to:-

- Make reasonable adjustment to the timetable, location or staff specified for a Course; and
- Make reasonable amendments to the content and syllabus of a Course when necessary.

The University reserves the right to cancel any Course in its entirety or the Participant's participation in a Course by giving the Participant and, where applicable, their Sponsor notice in writing at any time before the Course is due to start. In such an instance, the University will refund all fees paid by a Participant or their Sponsor and, where a Course is cancelled in its entirety, will endeavour to offer a transfer to another Course as an alternative, subject to payment or refund of any difference in the Course cost.

The University's maximum liability will be limited to a refund of received fees for the cancelled Course. For partial cancellation of a Course, such refunds will be made on a pro rata basis.

The University will not accept liability for any costs or losses incurred by Participants or Sponsors, which are claimed to have arisen through Course cancellation.

### **1.5 Cancellation under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations')**

In addition to the other terms and conditions specified herein the following cancellation terms shall apply where the Participant is a consumer:

1.5.1 For accommodation booked through the University, there shall be no right to cancel.

1.5.2 The Participant has the right to cancel the Course registration element of this contract within 14 days from the date of registration without giving any reason.

- To exercise the right to cancel, the Participant must inform the University, whose offices are located at: Room S1.82 Social Science Building, University of Warwick, Coventry, CV4 7AL, Telephone: 02476 524315, Email: pre-sessional@warwick.ac.uk, of the decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). The Participant may use the attached model cancellation form in Schedule 1, but it is not obligatory.
- To meet the cancellation deadline, it is sufficient for the Participant to send communication concerning their exercise of the right to cancel before the cancellation period has expired.

1.5.2 Effect of cancellation:

- If the Participant cancels this contract, the University will reimburse all payments received from the Participant in relation to the fee for the Course, including the costs of delivery (except for the supplementary costs arising if the Participant chose a type of delivery other than the least expensive type of standard delivery offered by the University).
- The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about the Participant's decision to cancel this contract.
- The University will make the reimbursement using the same means of payment used by the Participant for the initial transaction, unless the Participant has expressly agreed otherwise; in any event, the Participant will not incur any fees as a result of the reimbursement.

## **1.6 Courses that begin before the Cancellation period**

If your Course is due to begin within 14 days of the date you accept the offer of a place on the Course, then, by accepting the offer, you are expressly agreeing that the cancellation period shall come to an end on the date the course commences, and waiving your right to receive reimbursement for cancelling within 14 days from accepting your offer.

For the avoidance of doubt, the rights available under this Clause 1.5 and 1.6 shall only apply where the Course fees are met and paid directly by the Participant in their capacity as a 'Consumer' (as defined in the Regulations) and shall not apply where the Course fees are being met and/or paid by a Sponsor (by definition not being a Consumer).

## **1.7 Accuracy of information**

1.7.1 By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge, and that you will inform the University of any change in circumstances that may affect your admission to and enrolment with the University (such as failure to complete any in progress qualification declared on your application).

1.7.2 The provision of false or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.

## **Section 2: Course Content**

### **2.1 Course Scope**

The scope of the Course is as detailed in the Course descriptor on the website. The University reserves the right to amend the Course contents where reasonable to do so, as detailed in Condition 1.4 above.

The Participant will be solely responsible for determining whether the Course is sufficient and suitable for the needs of the Participant. The University does not provide any guarantee in respect of the standard of a Participant's abilities on completion of the Course.

## **Section 3: General**

### **3.1 Intellectual Property**

The University retains title to all intellectual property rights subsisting in the Course content and materials.

The Participant will be given access to all relevant teaching materials through the University's on line teaching system Moodle.

The Participant will not pass on the Course content and materials to any third party in electronic or printed form, or post them on the internet.

### **3.2 Confidentiality**

The University, Participants and Sponsors agree to treat any confidential information and materials received from the other or from a third party on behalf of the other in confidence and to use it only for purposes of the Course.

The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the receiving party or has been independently developed by the receiving party

### **3.3 Acceptable behaviour**

At all times when on the University campus, Participants agree to act in accordance with the **University's rules and regulations, details of which can be found at** <http://www2.warwick.ac.uk/services/gov/calendar/section2/regulations/>

### **3.4 Visual and/or audio recordings**

The University may take visual and/or audio recordings of Participants during the Course and reserve the right to use these for promotional, management or educative purposes (in the United Kingdom or overseas). Participants' individual consent will be requested for this in advance of any recording.

### **3.5 Freedom of Information**

The Participant acknowledges that the University is subject to the provisions of the Freedom of **Information Act 2000 ("FOIA") and that any disclosure of Confidential Information made by the University** under the provisions of the FOIA shall not constitute a breach of confidentiality. However, the University shall use all reasonable endeavours to give the Participant five (5) days written notice before divulging any confidential information.

### **3.6 Data Protection**

The information provided in your application will be used by the University for the administration of your application, academic record and student and welfare services. It will also be used for research and the compilation of statistics. The University may also, in fulfilling its legal obligations, supply this information to outside organisations including the Police, the Home Office, Local Authorities or the Department of Work and Pensions and its Agencies. Where you are employed by a third party during all or any of the period of your study at the University and the employer has a direct interest in your status as a student at the University (for example your employer is paying for your course), information regarding your attendance and performance may be disclosed to your employer.

Where you have a disability, information you have provided in connection with that disability will be processed by the Disability Advisory Service for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability is not disclosed to such staff and while all reasonable efforts will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

For a full list of the purposes for which the University processes personal data, please see its entry on the register of data controllers held by the Information Commissioner at:

<https://ico.org.uk/ESDWebPages/DoSearch?reg=149375>

The University will process any personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 and any associated regulations, for the purposes of performing its obligations and exercising its rights under these terms and conditions.

### **3.7 Warranty and Liability**

The liability of the University will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits. In any event, the Participant and, where applicable, the Sponsor accepts and agrees that the maximum liability of the University under or otherwise in connection with the Course shall not exceed the return of the fees paid by or on behalf of the Participant.

Nothing in this section is intended to restrict or in any way exclude liability for death or personal injury as a result of negligence or for fraudulent misrepresentation.

Except as expressly provided in these Terms and Conditions, any conditions, warranties, representations or other terms express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

The Participant and where applicable, the Sponsor shall indemnify the University in full against any claim, damages, liability or loss (including without limitation loss of profit and loss of reputation) suffered by the University that results from any act (including acts of negligence) or omission of a Participant or his Sponsor while such Participant is attending the Course.

The Participant or Sponsor undertakes to make no claim against any employee, student, agent or appointee of the University in connection with these terms and conditions.

### **3.8 Additional Information**

The University will not be liable for any delay in performing its obligations under these Terms and Conditions if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of the other party) and the University will be entitled to a reasonable extension of time for the performance of its obligations.

No failure to enforce a right by either party shall constitute a waiver under these Terms and Conditions.

These Terms and Conditions constitutes the entire understanding between the parties relating to the Course and the University reserves the right to vary these Terms and Conditions from time to time.

Neither party shall assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of the other party.

Nothing in these Terms and Conditions shall confer on any third party any benefit or the right to enforce any provision of these Terms and Conditions.

These Terms and Conditions shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

These Terms and Conditions are set in good faith and any misunderstanding or conflict that may arise with respect to their interpretation and fulfilment, will wherever possible be resolved by the parties through prompt consultation and within a reasonable time period after one party raises a written dispute or disagreement with the other.

**SCHEDULE 1**  
**Model cancellation form**

To:

Centre for Applied Linguistics

Social Sciences

Room S1.82

University of Warwick

Coventry

CV4 7AL

Phone: 02476 524315

Email: pre-sessional@warwick.ac.uk

I (the consumer) hereby give notice that I cancel the contract for my participation in the Course detailed below.

Course Title:

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Ordered on (date:

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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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