

## MRes Pre-Sessional Maths Course Accommodation-Terms and Conditions

### Section 1: Short Courses

#### 1.1 Payment

In the case of an individual registering for Accommodation to attend pre-sessional math module (the "Course") with the University of Warwick (the "University"), the individual Participant (the "Participant" whether themselves or through their sponsor ("Sponsor")) is committing to pay the full accommodation fee without any set off or deduction. Electronic payment will be required at the time the booking is made.

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

When a Participant leaves the Course due to non-performance, mutual agreement or withdrawal by the Sponsor, the accommodation fee, whether paid by the Participant or a Sponsor, is non-refundable and is forfeited.

#### 1.3 Cancellation by the University

The University will make all reasonable efforts to secure accommodation for the Participant as outlined on the website and in any brochure. However the University reserve the right to:-

- Make reasonable adjustment to the timetable and location for the accommodation;

The University reserve the right to cancel any accommodation in its entirety or the Participant's booking at the accommodation 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.

The University's maximum liability will be limited to a refund of received fees for the cancelled accommodation.

#### 1.5 Cancellation charges

Cancellation charges are levied on late cancellations by a Participant or non-attendance on a booked accommodation place. This charge is necessary to recover the facility costs that the University will incur and the lost opportunity cost on the accommodation. The current cancellations fees are as follows:

Written notice of cancellation received by the University by Tuesday 1<sup>st</sup> September 2015: **NO CHARGE**

Notification after 1<sup>st</sup> September 2015: **STUDENT WILL BE LIABLE FOR THE FULL ACCOMMODATION FEE**

Failure to attend without written notice: **100% OF ACCOMMODATION FEE**

Any accommodation cancellations must be made known to the University in writing by the Participant and, where applicable, their Sponsor.

### **Section 3: General**

#### **3.1 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

Neither the University nor a Participant or Sponsor will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent; except that a Sponsor may promote the Course in order to recruit Participants and the University may identify the sums received from the Sponsor in the University's Annual Report and similar publications including HESA reporting.

#### **3.2 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/>

#### **3.3 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.

#### **3.4 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.

### **3.5 Additional**

No party shall act or describe itself as the agent, employee or partner of the other, nor shall it make any commitments on the other's behalf, and nothing in these terms and conditions is intended to create any agency, partnership or employment relationship.

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 provision of accommodation 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.