

Pre-Sessional English Course

Terms and Conditions

Application of these Terms

1. Any offer of a place made to a student by the University of Warwick (hereinafter 'the University') is on the basis that in accepting such an offer the student agrees to abide by these terms and conditions, which form part of the contract between a student and the University, and apply from the point of acceptance of offer, until the student is no longer enrolled at the University.
2. Please note that students will need to meet some of the Terms and Conditions before being able to take up their place at the University.
3. These Terms and Conditions are reviewed on an annual basis.

Offers

4. In order to be considered for a place on one of the University's Pre-sessional English course (hereinafter 'pre-sessional' or 'course') students must complete an application for one of the four (4) courses available through the Universal Admissions System.
5. In order for a student's eligibility to be assessed, they must have already received an offer for a postgraduate or undergraduate degree programme (the 'main course') at the University which accepts the Pre-sessional English course as a means to clear the English Language Criteria associated with their main course offer. Entry criteria for the pre-sessional will be published annually on the Pre-sessional English webpages (www.warwick.ac.uk/study/learn-english/pre-sessional/). The University reserves the right to amend the entry criteria for the pre-sessional (for new applicants) at any time and applicants are strongly advised to check the website prior to applying.
6. Where an applicant does not meet the entry criteria for a course or fails to meet the required threshold after an application has been assessed, the department may choose to offer a place on an alternative course to the one originally applied for. The reason for this alternative offer will be communicated to the applicant in writing. In most circumstances, an offer of a place on a different course than originally applied for usually indicates that the student was not eligible for the original course.
7. Entry to the pre-sessional will be linked to the English language requirements for a student's main course offer. As such, any change that a student makes to their main degree programme will result in their application or offer for the pre-sessional being reassessed to ensure that they are still eligible for the course.

Applicants under the age of eighteen (18)

8. The University does not consider applications from any applicant who will be under the age of 16 before the course start date. All successful applicants are expected to evidence academic maturity in their application. Applicants who are under 18 should be aware that they are applying to study in an adult environment and there may be a small number of limitations for them at the University while they are under 18.
9. The University treats all its students as independent, mature individuals and students who are under the age of 18 years will be treated in the same way. The University will always correspond with students unless explicit permission is provided by the student for us to speak with another individual (including parents).

Conditions of the Pre-sessional English and Progression to Main Degree Programmes

10. Successful completion of the Pre-sessional English course can be used by a student to meet the English language condition of their main degree programme offer.
11. Students will be required to achieve specific grades during the Pre-sessional English course to be deemed as having 'successfully completed' the course. Students will be made aware of

these grade requirements prior to enrolment and will receive regular feedback during the course about their attainment and progress towards these grades.

12. If a student fails to achieve the required grades at the end of the Pre-sessional English course, they will not be deemed to have 'successfully completed' the programme. In this situation, a student will have the opportunity to remedy their failure, via an alternative assessment. If a student passes this alternative assessment at the required level, they will have successfully completed the programme.
13. If a student fails to remedy their failure for progression onto their main degree course (either via internal re-sit or external resit), a recommendation will be made to withdraw the student in line with the University's Regulations ([Regulation Governing Student Registration, Attendance and Progress](#)). Students in this situation will be unable to progress to their main course of study and any Student visa sponsorship will be withdrawn.
14. The pre-sessional course should be completed in the same academic year as the start of the main degree programme and cannot be used to meet the English language condition of a deferred main degree offer, where the main degree programme will begin in the next academic year.
15. The pre-sessional course is not open to students who have already met the English language conditions of their main degree programme.

Academic Programme

16. There are 4 available pre-sessional courses for the academic year 2022/23:
 - Postgraduate 10-week Pre-sessional English Course (P-PSENG10)
 - Postgraduate 6-week Pre-sessional English Course (P-PSENG6)
 - Postgraduate 6-week Pre-sessional English Course – Warwick Manufacturing Group (WMG) (P-PSENG6WMG)
 - Undergraduate 10-week Pre-sessional English Course (D-UPSE6) (online)
17. Students may request to change course after submitting an application, but no later than midday (12:00) on Friday 27 May 2022.

Immigration

18. A Confirmation of Acceptance of Studies (CAS) number will be issued to all eligible students who wish to study a pre-sessional course and who require a visa to commence their studies.
19. The University may be required to conduct further investigations into study eligibility of students prior to the issuing of a CAS which may require an exploration of:
 - The student's prior study history (in the UK or overseas);
 - Any previous visa refusals;
 - The student's personal finances and ability to fund their studies and residence in the UK throughout the duration of the course (including main degree programme);
 - Evidence of the applicant's English Language competency (demonstrated through a Secure English Language Test); and
 - Any history of prior sponsorship for study within the UK.
20. The University is required to adhere to any Sponsorship Guidance issued by the UK Home Office, which may require additional information to be sought from students prior to a CAS being issued.
21. A CAS will only be issued to students once they are sixteen (16) years old. All students that will be under the age of eighteen (18) when requesting a CAS number for their visa application must also submit a parental letter confirming their permission to travel and live independently in the UK.

22. A CAS will only be issued to students after their pre-sessional application status has been changed to 'Unconditional' and the department is in receipt of the required course deposit, or Financial Guarantee letter if a student is receiving sponsorship. Students will be issued with either a Combined or Single CAS, dependent on whether they have any academic conditions outstanding for their main degree programme.

Accommodation

23. Pre-sessional students will be eligible to apply for accommodation on the University of Warwick campus when they have accepted an offer to study on the programme. Applications will be dealt with by the Warwick Conferences team and the latest date to apply will be stated on the pre-sessional applicants' website (www.warwick.ac.uk/pseapplicants).

Payments for Pre-sessional English courses

24. Academic Deposit

Students must meet the full terms of their offer to study a pre-sessional course. In addition to any academic and English language conditions outlined in their offer letter, students must pay a 1000GBP Academic Deposit towards their overall academic fee. The only exception to this will be students who are receiving full sponsorship for their course, in which case a Financial Guarantee Letter will be required to be submitted to secure a place on the course.

25. If for any reason a student withdraws from the pre-sessional prior to the commencement of the course, all academic fees paid, including the Deposit, shall be refunded less a 175GBP administration fee. Refunds must be sought, in writing via email (pseadmissions@warwick.ac.uk), by no later than Monday 8 August 2022.

26. Course Fees

The tuition fee stated in a student's offer email is based on the start date shown in the offer letter and applies only for the year(s) specified. The University will seek to provide confirmation of any fee changes at the earliest opportunity.

27. Students should pay all their tuition fees for the pre-sessional at the start of their course. If the University has not received full cleared payment of the Fees from student by the relevant date specified, the University may terminate student's participation in the Course without further notice to student.

28. Accommodation Fees are payable in advance. The University does not offer any other payment schedule for accommodation.

29. Further information on the ordinance on the Payment of Annual Fees, Residential Charges and other Debts can be found on the University's website.

30. The University's preferred method of payment is via the integrated Flywire portal within our Student Records system. This enables payments to be made using credit/debit cards or by bank transfer and other alternative payment methods. We also accept direct debit payments. For more information on payment methods, and details on how this operates when paying from different territories, please visit the Student Finance website:
<https://warwick.ac.uk/services/finance/studentfinance/makingpayments/methodsofpayment>

31. If a student is paying from an account in a country, and/or in respect of a student from a country, on the Restricted Countries List (the 'List') which requires a pre-payment advice form, they will need to complete the form before attempting to make any payment. The List and further details can be found here:
<https://warwick.ac.uk/services/finance/studentfinance/makingpayments/methodsofpayment>
Please address any queries to: fincompliance@warwick.ac.uk

32. Students will be invoiced by the University for the full amount or remaining portion of their fees for the course unless they have an official letter from an employer or a sponsor indicating responsibility for the payment of their fees in full or part. It is a student's responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above, is submitted to the Student Finance Office, before enrolment if possible, or as soon as possible thereafter.

33. If a student withdraws from the pre-sessional within fourteen (14) days from the stated start-date of the course, 50% of the academic fee will be refunded. If a student withdraws from the pre-sessional after fourteen (14) days from the stated start-date of the course, no refund will be made.

34. *Summary of Charges*

	Cost	Administration Fee
10-week Pre-sessional English course	£3,745 (inclusive of Academic Deposit)	£175
6-week Pre-sessional English courses	£2,260 (inclusive of Academic Deposit)	£175
Academic Deposit	£1,000	£175

35. 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.

36. 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.

Additional Costs

37. In addition to the academic fees outlined above, students may be required to pay additional costs to cover optional elements of their course, such as costs associated with field trips.

38. Students are expected to have appropriate finances to support all necessary living costs and may be required to evidence this in advance. The University does not accept responsibility for any personal debt students may incur.

Laptops

39. Students will be required to have a laptop and access to broadband or a data connection to engage with their course of study. If a student is unable to purchase a laptop, the University has a laptop loan scheme found here:

<https://warwick.ac.uk/services/it-students/computers/laptop-loans>

Accuracy of information

40. By accepting the offer of a place at the University students confirm and declare that the information they have provided in support of their admission to and enrolment with the University is accurate and complete to the best of their knowledge. The provision of false or misleading information may render admission and enrolment invalid and will entitle the University to terminate its contract with a student.

Communications to, from and within the University

41. On enrolment, students will be allocated a University email address and associated IT Services account. All email communications from the University will be sent to this email address and students are expected to use that account for all communications with the University. Students are expected to check their University e-mail account regularly. Students will also be required to engage with a range of online learning and data management tools during their studies which will be associated with their IT Services account. Students are expected to engage fully with these platforms in the pursuit of their studies and must comply with the University's rules governing online communications, Dignity at Warwick and Information and Data Security at all times.

University Regulations

42. By accepting the offer of a place at the University students agree to comply with the provisions of all the University's Ordinances, Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time ("the Regulations"). The Regulations can be found here: <https://warwick.ac.uk/services/gov/calendar/section2/>.

Changes to University Regulations

43. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- (a) To review and update the Regulations to ensure they are fit for purpose;
- (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- (c) To incorporate sector guidance or best practice;
- (d) To incorporate feedback from students; and/or
- (e) To aid clarity or consistency of approach.

44. The University will consult with the Students' Union before making any substantive changes to the Regulations. Any changes will normally come into effect at the start of the following academic year, although they may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

Disclaimers

45. The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the University which could not have been prevented even if the University had taken reasonable care mean that it is prevented from, hindered, or delayed in providing or otherwise cannot provide such educational services and facilities. Examples of such circumstances include:

- (a) industrial or protest action by University staff, students or third parties;
- (b) the unanticipated and/or unavoidable absence or departure of key members of University or specialist staff;
- (c) insufficient uptake of a programme;
- (d) changes required by accrediting/regulatory bodies;
- (e) significant changes to the University's funding;
- (f) damage, interruption or lack of access buildings, facilities or equipment;
- (g) interruption or failure of utility service;
- (h) non-performance by suppliers or subcontractors;
- (i) pandemics, epidemics or other threats to public health;
- (j) the acts or delays of any governmental, public or local authority;
- (k) acts of terrorism;
- (l) political or civil unrest;
- (m) flood, drought, earthquake, other natural disaster or severe weather condition;
- (n) power failure, fire, explosion or accident; and/or
- (o) nuclear, chemical or biological contamination

46. In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those affected students by, for example, offering affected students the chance to move to another course or institution, by delivering a modified version of the course, changing the location of the course and/or the method of delivery of the course and/or engaging

Regulation 41. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the prospectus for the academic year in which a student begins the course. However, the University will be entitled to make reasonable changes to the course (including to the content and syllabus of the course where developments in the subject area make that necessary, or the location of the course or the method of delivery of the course) where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes a student's course and they are not satisfied with the changes, they will be offered the opportunity to either change courses or withdraw from the course.

47. 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.
48. 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.
49. The University is committed to ensuring that it maintains a strong financial base and the infrastructure and staffing required to enable students enrolled on its courses to complete their studies. Where changes to resourcing or courses on offer are planned, the University's priority will be to protect students' interests and ensure that any changes are introduced in such a way as to enable students to complete their courses in a way which meets their expectations. The University's Student Protection Plan sets out the risk assessment and mitigating measure that the University has undertaken to protect student's interests.
50. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage. For the avoidance of doubt, the University does not exclude or limit in any way its liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.

Confidentiality

51. The student agrees to treat any confidential information and materials received from the University 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.

Intellectual Property

52. The University retains title to all intellectual property rights subsisting in the course content and materials. The student may be granted access to lecture slides, notes, example problems and other teaching materials via a password-protected webpage or USB memory stick, and this access is solely for the purposes of undertaking the course. The student will not pass on the course content and materials to any third party in electronic or printed form or post them on the internet. The Student may be given a password to access the course content and materials on the course webpage. This password will be kept confidential and will not be passed on to any third party for the purpose of accessing the materials.

Force Majeure

53. 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, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment

Visual and/or audio recordings

54. 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.

Freedom of Information

55. 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 student five (5) days written notice before divulging any confidential information.

Data Protection

56. The information provided in a student's application will be used by the University for the administration of the 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 a student is employed by a third party during all or any of the period of their study at the University and the employer has a direct interest in their status as a student at the University (for example an employer is paying for a student's course), information regarding a student's attendance and performance may be disclosed to the employer.
57. Where a student has a disability, information 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 a student be made an offer of a place. Information concerning a 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 the student accept the offer. Students have the right to request that information about their 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.
58. For a full list of the purposes for which the University processes personal data, please review the University's privacy statement: <https://warwick.ac.uk/services/idc/dataprotection>

Additional Terms in Respect of Applicants Requiring a Visa to Study in the UK (and Further Information for all International Students)

59. If a student requires a visa for entry to or study in the United Kingdom, they are responsible for obtaining it and complying with its conditions. If a student does not have valid immigration permission for study purposes, they will not be able to start their course.
60. An application to the University is separate to a student's sponsorship for visa purposes; an offer of a place to study is no guarantee of a student's eligibility for a visa under the Student Route, which will be assessed at the point that a Confirmation of Studies (CAS) is requested from the University.
61. If a student requires student entry clearance or leave (a 'visa') to remain to study in the UK, failure to take up an accepted offer of a place, or withdrawal from the course after arrival, is likely to affect a student's permission to come to or remain in the UK. To comply with the UK immigration regulations, the University is required to notify the immigration authorities, where relevant, of non-arrival and of any changes to a student's enrolment status.

62. By agreeing to these Terms and Conditions, students are additionally confirming that they are not currently, nor have ever previously been, in the United Kingdom without valid immigration permission. If, at a later date, the University is informed that a student has been in the United Kingdom without such valid permission it may be required to inform the immigration authorities and/or withdraw its 'sponsorship' of the student's application for leave.
63. UK Visas and Immigration require that all international students whom we sponsor for student entry clearance must be deemed to be progressing academically from any previous studies undertaken in the UK. Additionally, any such student's total degree-level study in the UK must not exceed five years. The University of Warwick will be unable to sponsor a student for entry clearance if to do so would infringe either requirement.

International Students funded by one or more funding or scholarship bodies

64. By accepting these terms and conditions a student consents to the University sharing enrolment and academic progress information with their funding organisation.

Student Feedback and Complaints

65. We are committed to providing a high-quality service to all our students throughout their University experience. As part of this we actively encourage feedback on all aspects of the student experience. We understand though that there may be occasions where our level of service has been significantly short of what is expected, and a student may wish to submit a complaint. Information about the Student Feedback and Complaints procedure can be found here: <http://www2.warwick.ac.uk/services/feedbackcomplaint>

General

66. If any provision of the contract between the student and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
67. 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 or the other party) and the University will be entitled to a reasonable extension of time for the performance of its obligations.
68. The contract between the student and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
69. No failure to enforce a right by either party shall constitute a waiver under these Terms and Conditions.
70. 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.
71. 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.
72. 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.
73. 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.