

## University of Warwick Full Time Undergraduate Programmes Conditions of Offer

Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the University:

### Payment of fees

1. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
2. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either:
  - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
  - you have applied for and obtained a discount or remission of fees;
3. It is your 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, as soon as possible thereafter.
4. If you enrol on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
5. If you are self-funding and have to pay your own fees, payment can be made in the following ways:
  - Bank Transfer
  - Banker's Draft
  - Cheque
  - Telephone
  - Credit/Debit Card (online or in person)

### Accuracy of information

6. 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.
7. 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.

### Communications to and from the University

8. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly.

## University Regulations

9. By accepting the offer of a place at the University you 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

<http://www2.warwick.ac.uk/services/gov/calendar/section2/>

10. Key provisions of the Regulations of which you should be aware include:
- (a) The University's expectations as regards student attendance, academic due diligence, and academic progress, as set out in Regulation 36. Failure to meet these expectations may mean that you are not permitted to progress on your course.
  - (b) The University's rules regarding academic misconduct, including plagiarism and the processes the University uses to detect plagiarism, which can be found in Regulation 11. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
  - (c) The University's rules regarding payment of sums due to the University, which can be found in Ordinance 16. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case
  - (d) The University's expectations of student behaviour, as set out Regulation 23. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
  - (e) The obligation to notify the University immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course, [the failure to notify which could result in termination of the University's contract with you or disciplinary action.]

## Changes to University Regulations

11. 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.

12. The University will consult with the Students' Union before making any substantive changes to the Regulations.
13. 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.
14. 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

15. 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 mean that it cannot provide such educational services. Examples of such circumstances include:
  - (a) industrial action by University staff or third parties;
  - (b) the unanticipated departure of members of University staff;
  - (c) power failure;
  - (d) acts of terrorism;
  - (e) damage to buildings or equipment;
  - (f) the acts of any governmental or local authority; or
  - (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it
  - (h) changes required by accrediting/regulatory bodies
16. In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
17. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin 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 your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course and, if required, reasonable support to transfer to another provider.

18. 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;
  - (b) fraud or fraudulent misrepresentation.
19. 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.

## Data Protection

20. 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.
21. 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.
22. 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>

## Cancellation Rights

### RIGHT TO CANCEL

23. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.
24. To exercise the right to cancel, you should contact the Universities and Colleges Admissions Service (UCAS) Customer Contact Centre on 0371 468 0 468 or +44 330 3330 230 (international) and inform them of your decision.

### CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

25. If you take action to cancel the contract after the statutory cancellation period has expired, you should contact the University (please e-mail [ugadmissions@warwick.ac.uk](mailto:ugadmissions@warwick.ac.uk)) before contacting UCAS. You should also note that if you wish to change your response to any other offers which other Higher Education providers have made to you, you will also need to contact them directly. UCAS will not take any action without the permission of you as the applicant and all affected Higher Education Providers.

## General

26. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
27. The contract between you 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.
28. 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.