

# University of Warwick Postgraduate Programmes Terms and Conditions

## Application of these Terms

1. Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to these terms and conditions, which form part of the contract between you and the University of Warwick ('the University') and apply from the point of acceptance of offer, until you cease to be a postgraduate student at the University (unless paragraph 3 below applies to you).
2. Please note that you will need to meet some of the Terms and Conditions prior to being able to take up your place at the University.
3. Postgraduate Programmes Terms and Conditions are reviewed on an annual basis. If you have been offered a place for deferred entry in a future year, or if it is agreed at some future point that you may defer your entry, these Terms and Conditions will apply until they are replaced by a new set of Terms and Conditions that will apply for your year of entry. Those revised Terms and Conditions will then govern your relationship with the University until you cease to be a postgraduate student at the University. Those Terms and Conditions may be different to the current ones and will be provided to you before you take up your deferred place at the University.

## Fees Policy

4. Your offer letter will have stated the basis on which your fees have been calculated, including a classification of you as either a 'Home', 'Home/EU', 'Overseas' or 'Islands' student.
5. The tuition fee stated in your offer letter is based on the start date shown in the offer letter and applies only for the year(s) specified. If it is agreed that you may defer your entry to a future year, your tuition fee may be different to that stated in your offer letter. The University will seek to provide you with confirmation of any fee changes at the earliest opportunity.
6. **Postgraduate research degrees:** the tuition fee for students classed as 'Home' or 'Home/EU' for fees purposes and studying a postgraduate research degree, are aligned with Research Councils UK (RCUK) rate changes and have not yet been confirmed for academic years 2018/19 and beyond. The University will provide you with confirmation of any fee increase by not later than June before the start of the next academic year.
7. **MBChB degree:** For students who qualify for government-regulated fees (currently students classed as 'Home' or 'Home/EU' for fees purposes), the University expects to increase fees in line with any inflationary uplift as determined by the UK Government, if permitted by law or government policy, in the second and subsequent years of your course. It is anticipated that such increases will be linked to RPI (the Retail Price Index excluding mortgage interest payments). The University will provide you with confirmation of any fee increase by not later than June before the start of the next academic year.
8. **MBChB degree:** The University in addition reserves the right to increase fees to the maximum permitted by law or Government policy where this exceeds the rate of inflation. If we intend to exercise this right to increase fees, we will let you know by the end of March in the academic year before the one in which we intend to exercise that right.
9. **MBChB degree:** For students classified as overseas for fees purposes: the tuition fees for academic year 2021/22 and subsequent years have not yet been set, but they are

expected to be subject to an inflationary increase which is likely to be in the range of 4% to 6% per annum. The confirmed fee for 2021/22 will be published by the University by September 2018 and communicated directly to you, if applicable.

10. **For all other course fee profiles, not covered by clauses 6, 7, 8 and 9 above:** tuition fees for academic year 2021/22 and subsequent years have not yet been set, but are expected to be subject to an inflationary increase which is likely to be in the range of 4% to 6% per annum. The confirmed fee for 2021/22 will be published by the University by September 2018 and communicated directly to you, if applicable.
11. Any tuition fee increase will be applied from the beginning of the following academic year.

## Payment of Fees

12. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
13. Tuition fees become due in full on the first day of the academic year – for the 2018/19 academic year this is Monday 1 October 2018, or the first day of your course (whichever is the later).
14. Students on modular based courses in Warwick Medical School, Centre for Lifelong Learning, Centre for Education Studies, and on distance learning courses in Warwick Business School, are required to pay for each module within 30 days of the invoice being applied to their account. Any fees incurred by distance learning students in Warwick Business School, in excess of their substantive fee (e.g. additional face to face modules, resit fees) are to be paid within 30 days of the invoice being applied to their account.
15. Students on all other courses have the choice to either pay all of their tuition fees for the whole academic year at the start of their course, or pay in instalments. The University offers only one instalment option, and the standard payment schedule is as follows:
  - 50% of tuition fees due on the first day of term 1
  - 25% of tuition fees due on the first day of term 2
  - 25% of tuition fees due on the first day of term 3
16. Payment can be made by credit/debit card, by bank transfer, by cheque/bankers draft, or by direct debit. For more information on payment methods please visit:  
  
<http://www2.warwick.ac.uk/services/academicoffice/finance/makingpayments/methodsofpayment/>
17. 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.
18. 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, or as soon as possible thereafter.

19. If you enrol on the basis that you are or will be applying for a 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.
20. 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)

## Postgraduate Withdrawal Policy

21. Fees for postgraduates registered for research degrees or taught courses with a specified period of study will be calculated on the basis of the number of months of registration during an academic year. For this purpose part of a calendar month will be counted as a full calendar month, so for example a postgraduate student withdrawing within one calendar month of registration would be charged one-twelfth of the annual fee.
22. There are three exceptions to the above:
  - Where fees are charged annually and are based on individual modules (e.g. PGME), fees will be charged for the number of modules a student has attended in the academic year prior to withdrawal. Students will be charged for each module they have started prior to withdrawal.
  - Where fees are charged on a modular basis, students will be charged for the number of modules attended in the academic year prior to withdrawal. Students will be charged for a complete module for each module they have started prior to their withdrawal.
  - PGCE and MBChB students will be charged in line with the Undergraduate Withdrawal Policy, as follows:

If you withdraw from the University prior to the end of the academic year, you will be charged a proportion of the tuition fees for the full academic year, as follows:

- Attendance in term 1 25% of the annual tuition fee for your course will be payable
  - Attendance in term 2 50% of the annual tuition fee for your course will be payable
  - Attendance in term 3 100% of the annual tuition fee for your course will be payable
23. If you permanently withdraw within the first two weeks of your course commencing, you will not be held liable for any tuition fees for that academic year.

## Additional Costs

24. In addition to the academic fees outlined above, you may be required to pay additional costs to cover mandatory elements of your course, such as costs associated with field trips and study abroad.
25. The level of additional course costs are expected to increase annually. Increases are expected to be in line with inflation, unless there are identifiable above-inflation rises in costs associated with the activity. These may, for example, include costs charged by third parties.
26. The level of fees relating to examinations and related matters (for example, examination resits, copies of transcripts, resubmission of theses etc.) will usually

increase annually. Increases are expected to be in line with inflation. The fees applying in any one academic year will be published by August of the previous academic year.

27. You are expected to have appropriate finances to support all your necessary living costs and may be required to evidence this in advance.
28. The University does not accept responsibility for any personal debt you may incur.

### Accuracy of information

29. 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.
30. 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

31. 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

32. 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/>

33. Key provisions of the Regulations of which you should be aware include:
  - (a) The University's regulations regarding Admission to the University (Regulation 6), which sets out regulations regarding the conditions for admission to the University, the procedures to be followed for applicants declaring a criminal conviction, and the circumstances under which a Committee on the Admission of Students to Courses of Study may be convened.
  - (b) 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.
  - (c) 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.
  - (d) The University's rules regarding payment of sums due to the University, which can be found in Ordinance 16. Breach of these rules may result (in the case of study-related debts), in the requirement to withdraw from the University, if special payment arrangements have not been agreed in the event of default. No student shall be permitted to occupy University accommodation if he/she has any accommodation related debts outstanding from a previous term.

- (e) The University's regulations regarding postgraduate courses, as set out in Regulation 37 (for taught postgraduate study) and Regulation 38 (for postgraduate research study), as applicable.
- (f) 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.
- (g) For research students: the University's guidelines on the supervision and monitoring of research degree students and on the supervision of students based away from the University, available from the Graduate School website at:  
  
[http://www2.warwick.ac.uk/services/academicoffice/gsp/formslibrary/guidelines\\_on\\_supervision\\_and\\_monitoring.pdf](http://www2.warwick.ac.uk/services/academicoffice/gsp/formslibrary/guidelines_on_supervision_and_monitoring.pdf)
- (h) Courses leading to registration with professional bodies require compliance with professional codes of conduct failing which you may be subject to Fitness to Practise procedures (as set out in Regulation 34) and the imposition of sanctions, including removal from the course. Admission to such courses will subject to satisfactory criminal records checks.
- (i) The University's rules regarding Intellectual Property Rights, as set out in Regulation 28.

## Changes to University Regulations

- 34. 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.
- 35. The University will consult with the Students' Union before making any substantive changes to the Regulations.
- 36. 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.
- 37. 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

38. 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
39. 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.
40. 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.
41. 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.
42. For the avoidance of doubt, the University does not exclude or limit in any way its liability for:
- 1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
  - 2. fraud or fraudulent misrepresentation.



## Data Protection

43. 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.
44. 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.
45. 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

46. 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 our offer.
47. To exercise the right to cancel, you should inform the Postgraduate Admissions Service at the University of Warwick of your decision by a clear statement in writing, e.g. a letter sent by post or email to [pgadmissions2@warwick.ac.uk](mailto:pgadmissions2@warwick.ac.uk); you can use the model cancellation form at the end of this document, but it is not obligatory to do so. If you applied via UCAS, you should inform them of your decision; you can contact their Customer Contact Centre on 0371 468 0 468 or +44 330 3330 230 (international).
48. To meet the cancellation deadline, it is sufficient for you to send your written communication concerning your exercise of the right to cancel, before the cancellation period has expired.

### EFFECT OF CANCELLATION

49. If you cancel this contract within the statutory cancellation period, the University will reimburse all study-related payments received from you. The University will make the reimbursement without undue delay and not later than 14 days after the day on which the University is informed about your decision to cancel this contract. The University will make the reimbursement using the same means of payment as you used for the initial transaction; in any event you will not incur any fees as a result of the reimbursement.

### COURSES THAT BEGIN BEFORE THE CANCELLATION PERIOD

50. If your course is due to begin within 14 days of the date you accept the offer of a place at the University then, by accepting the offer, you are expressly agreeing that the course should begin within the cancellation period.

#### CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

51. If you take action to cancel the contract after the statutory cancellation period has expired, you should inform the Postgraduate Admissions Service at the University of Warwick of your decision by a clear statement in writing, e.g. an email to [pgadmissions2@warwick.ac.uk](mailto:pgadmissions2@warwick.ac.uk); you can use the model cancellation form at the end of this document, but it is not obligatory to do so.

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

52. If you require a visa for entry to, or study in, the United Kingdom, you are responsible for obtaining it and complying with its conditions. If you do not have valid immigration permission for study purposes you will not be able to start your course.
53. Your application to the University is separate to your sponsorship for visa purposes; an offer of a place to study is no guarantee of your eligibility for a Tier 4 visa, which will be assessed at the point that you request a Confirmation of Studies (CAS) from the University.
54. If you require 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 your course after arrival, is likely to affect your permission to come to or remain in the UK. In order 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 your enrolment status.
55. By agreeing to these Terms and Conditions, you are additionally confirming that you 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 you have been in the United Kingdom without such valid permission it may be required to inform the immigration authorities and/or withdraw its 'sponsorship' of your application for leave.
56. 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. There are also caps on the total amount of time that international students may study in the UK. The University of Warwick will be unable to sponsor you for entry clearance if to do so would infringe either requirement.

#### **Student Feedback and Complaints**

57. 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 you may wish to submit a complaint. Information about the Student Feedback and Complaints procedure can be found here:

<http://www2.warwick.ac.uk/services/feedbackcomplaints>



## General

58. 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, contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
59. 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.
60. 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.

As at September 2018

## Notification of Cancellation

To the University of Warwick:

I hereby give notice that I cancel our contract for the provision of a place on the *{insert name of degree course}*.

Name:

Applicant ID number:

Address:

Signature: (if notified on paper)

Date: