UNIVERSITY OF WARWICK

Pre-University Summer School 2027

Short Programme Terms and Conditions

Section 1: Short Programmes

1.1 Payment

In the case of an individual registering for the Pre-University Summer School 2027 Programme (the "Programme") at the University of Warwick (the "University"), the individual Participant (the "Participant") is committing to pay the full Programme fee without any set off or deduction. The Programme fee includes tuition fee and accommodation. Electronic payment will be required to secure the Participant's place on the Programme.

It is anticipated that, in sponsoring a Participant, a school, college or organisation is committed to meet that Participant's Programme fees. A sponsoring school, college or organisation (the "Sponsor") must ensure that payment can be made by the payment deadline. A Participant will not be enrolled on to the chosen Programme without payment being provided by their Sponsor.

The deadline for the full Programme fee payment is **11 June 2027**. In no circumstances will a Participant be permitted to attend a Programme without full payment being made in advance of the start date. Following the deadline for the full Programme fee payment, should any further Participant wish to attend, full payment is immediately required on receipt of an offer to the Programme.

1.2 Fees for Participants who leave the Programme

When a Participant leaves the Programme due to non-performance, mutual agreement, or withdrawal by the Sponsor, the Programme fee, 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 Programme has started then the Sponsor shall forfeit any payment made to the University in respect of the Programme. Should the Participant wish to complete the Programme 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 Programme 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 Programme; and
- Make reasonable amendments to the content and syllabus of a Programme when necessary.

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

The University's maximum liability will be limited to a refund of received fees for the cancelled Programme. The University will not accept liability for any costs or losses incurred by Participants or Sponsors, which are claimed to have arisen through Programme cancellation.

1.5 Cancellation charges

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

Written notice of cancellation received by the University more than 42 calendar days prior to the first day of the Programme (on or before 7 June 2027): ***£50 application fee is forfeited.***

Written notice of cancellation received by the University between 29-41 days prior to the first day of the Programme (between 8 June and 21 June 2027): **50% *of Programme fee payable***

Written notice of cancellation received by the University less than 28 days prior to the first day of the Programme (on or after 22 June 2027): **100% *of Programme fee payable***

Failure to attend: **100% *of Programme fee.***

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

1.6 Cancellation on medical grounds

1.6.1 The participant can obtain a full refund, less the £50 non-refundable application fee, if they are unable to attend the Programme on medical grounds.

1.6.2 To obtain the refund, the participant must provide written notice of cancellation prior to the Programme commencement date and medical evidence that the participant is unable to attend the Programme.

1.6.3 Where a Participant fails to disclose medical information that they knew, or could reasonably have been expected to know, was relevant, and that non-disclosure materially affects the safe operation of the Programme or creates a significant risk to the Participant or others, the University may require the Participant to leave the Programme. Before taking such action, the University

shall, where reasonably practicable, consider whether appropriate adjustments or alternative arrangements can be made. If a Participant is required to leave the Programme in these circumstances, any refund of the Programme fee shall be determined having regard to the proportion of the Programme already delivered and any reasonable, non-recoverable costs incurred by the University as a result of the Participant's non-disclosure. In any event, the £50 application fee shall be deducted from any such refund.

1.7 **Cancellation due to visa refusals**

1.7.1 Participants will be eligible for a full refund, less 25% of the stated Programme fee, in the event they can evidence they have been refused a visa required to study the course. Evidence must be provided in writing no later than 28 days before the commencement of the programme (22 June 2027). Where a visa is refused after this date (but an application evidenced before this date) a refund will be issued at the discretion of the department. Where a participant has paid less than 25% of the stated Programme fee, no refund will be given.

1.8 Cancellation under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'Regulations')

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

- The Participant has the right to cancel this contract within 14 days of booking without giving any reason. For the avoidance of doubt, the participant makes a booking at the point the application fee is paid.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- For the avoidance of doubt, if the Participant books less than 14 days before the start date, the cancellation policy above does not apply.
- To exercise the right to cancel, the Participant must inform us via email (*Email pressadmissions@warwick.ac.uk)* of the decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax 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.

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Section 2: Programme Content

2.1 Programme Scope

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

All Programmes on the Programme are taught in English and you must possess a good standard of English language and comprehension to participate. The University does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

The Participant will be solely responsible for determining whether the Programme 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 Programme.

Section 3: General

3.1 Intellectual Property

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

The Participant may be granted access to lecture slides, notes, example problems and other teaching materials via secure means or via approved University file sharing platforms, and this access is solely for the purposes of undertaking the Programme.

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

The Participant may be given a password to access the Programme content and materials on the Programme webpage. This password will be kept confidential and will not be passed on to any third party for the purpose of accessing the materials.

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 Programme.

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 Programme 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.

3.3 Acceptable behaviour

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

Any serious or repeated failure to act in accordance with the Programme Code of Conduct or applicable University regulations may result in a Participant being asked to leave the Programme with immediate effect. Participants who are removed from the Programme in such cases will not normally be entitled to a refund. However, the Programme shall consider the circumstances of each case, including the seriousness of the breach, the proportion of the Programme already delivered and any costs reasonably incurred by the University, and may provide a refund where retaining the full Programme fee would be disproportionate. In any event, the £50 application fee shall be deducted from any such refund.

3.4 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 Universi**ty 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.

3.5 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 Programme 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 Programme.

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.

3.6 Data Protection

The University will process any of your personal data in accordance with the Data Protection Act 2018, the Privacy and Electronic Communications (Amendment) Regulations, the General Data Protection Regulation (UK GDPR), and any relevant replacement/subsequent UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. The privacy notice on the webpages relevant to your application/registration for the Programme provides specific information about how the University will process your personal data.

Further information in relation to data protection is available at: https://warwick.ac.uk/services/legalandcomplianceservices/dataprotection/

3.7 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 or 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 Programme 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.

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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: ***Warwick Global Academy***
WE0.53, New Education & Graduate Studies Building
University of Warwick
Kirby Corner Road
Coventry
CV4 7AL

Tel: 024 76*575780*

Email: pressadmissions@warwick.ac.uk

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

Programme Title : .....

Ordered on (date) : .....

Name of consumer : .....

Address of consumer : .....

.....

.....

Signature of consumer : .....

Date :

END OF DOCUMENT