

Warwick Pre-University Summer School July 2022

Terms and conditions

1. Binding terms

These terms and conditions, to which you hereby agree to be bound, apply to your participation in the Warwick Pre-University Summer School July 2022 programme (the “**Programme**”) and provision of such Programme by The University of Warwick, Coventry, CV4 8UW, UK (the “**University**”). These terms and conditions form the entire agreement between the University and you with respect to the Programme only.

2. Consequences of falsifying information

You have been offered a place on the Programme based on the information you have provided in your booking. If any of the information provided by you has been falsified, or we reasonably suspect that it has been falsified, the University reserves the right to request further information from you to substantiate your position and/or to terminate your participation in the Programme.

If your participation in the Programme is terminated, the provisions of clause 4 below shall apply.

3. Fee and Payment terms

3.1 The Fee

3.1.1 For further details please visit the Programme’s website on the following address: <https://warwick.ac.uk/study/summer-with-warwick/pre-university-summer-school/>. This link will provide a detailed outline of all the services that will be rendered and are included under the provision of the Programme (“**Fee**”). The Fee includes accommodation on Warwick’s Coventry campus for nine (9) nights and one (1) night’s accommodation in London. The Fee is inclusive of breakfasts, lunches and dinners, a social programme, teaching and guest lectures. The Fee also includes a return travel provision either from Birmingham or a London airport to the University’s central campus. For the avoidance of doubt the Fee excludes travel to the UK or from within elsewhere in the UK.

3.1.2 You must pay the Fee in full no later than **Tuesday 14th June 2022**. If the University has not received full, cleared payment of the Fee by this date, the University may terminate your participation in the Programme.

3.2 Accommodation

As set out in 3.1 above, accommodation is included in the Fee for one room at Warwick’s main campus in Coventry and in London. By agreeing to these Terms and Conditions, you are also agreeing to the University’s Accommodation Terms and Conditions: <https://warwick.ac.uk/services/conferences/terms/cp-terms-and-conditions.pdf> and Imperial College’s Accommodation Terms and Conditions which can be found here: <https://warwick.ac.uk/about/london/study/pre-university/summer-school/imperial-terms> which govern all aspects of your accommodation during the Programme.

3.3 General

All payments must be made in pounds sterling and are exclusive of VAT and other taxes, where applicable. Any currency conversion costs or other charges incurred in connection with any payments shall be paid by you. The University will not accept any deduction from the Fee in any event unless agreed otherwise in writing.

4. Cancellation

4.1 Cancellations, postponement and changes by the University

In the unlikely event that a course or a component of a course on the Programme is cancelled or postponed, the University reserves the right to transfer you onto an alternative course. The University will endeavour to inform you about cancellations or postponements as early as possible. In the event of full cancellation of the whole Programme by the University, the University will refund any payments made for the Fees.

In any event, the University reserves the right to:

- Change or amend course content;
- Substitute course faculty, including course tutor;
- Change or substitute guest speakers; and
- Change the course venue and accommodation arrangements.

The University will not accept liability for any costs incurred by you (or any other person) as a result of a course or

a component of a course being cancelled or postponed, or as a result of any modification or amendment of course contents, faculty, venue, or timetables.

4.2 Cancellation by you

4.2.1 COVID-19 Related Right to Cancel

4.2.1.1 If you are unable to travel to the UK to participate in the programme because your country of departure is not on the UK's designated list of 'travel corridors' and would therefore be required to quarantine for some or all of the duration of the programme upon arrival in the UK, you will receive a full refund subject to the following conditions:

- You must notify the University in writing (Email: preunisummerschool@warwick.ac.uk) that you wish to cancel your participation in the Programme due to COVID-19 travel restrictions in place on your planned departure date
- You must provide evidence that your travel plans have been affected by COVID-19 restrictions and that your departure location is not within a UK travel corridor

4.2.1.2 If you are unable to participate in the programme due to receiving a positive test result for COVID-19, you will receive a full refund subject to the following conditions:

- You must notify the University in writing (Email: preunisummerschool@warwick.ac.uk) that you wish to cancel your participation in the Programme due to receiving a positive test result for COVID-19
- You must provide medical evidence that you have received a positive test result.
- Any evidence you provide will be stored securely and treated confidentially.

4.2.1.3 If you are having to self-isolate due to being exposed to COVID-19, or because a member of your family or household has received a positive test result for COVID-19, you will receive a full refund subject to the following conditions:

- You must notify the University in writing (Email: preunisummerschool@warwick.ac.uk) that you wish to cancel your participation in the Programme due to self-isolation restrictions.
- You must provide evidence that you have been advised or requested to self-isolate (eg: an isolation notice or positive test result for family or household member)
- Any evidence you provide will be stored securely and treated confidentially.

4.2.2 Right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

In addition to the other terms and conditions specified herein the following terms shall apply:

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise the right to cancel, you must inform us, The University of Warwick, Kirby Corner Road, Coventry, CV4 7AL (Tel: +44(0) 2476 575780) (Email: preunisummerschool@warwick.ac.uk), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

4.2.3 General right to cancel

If you wish to cancel your participation in the programme for reasons other than those permitted under clauses 4.2.1 and 4.2.2 (above) you must notify the University in writing as soon as possible. In the event of cancellation, the following rules will apply:

- For notice of cancellation received by the University by no later than 14th June 2022 the University shall be entitled to retain 25% of the tuition fee;
- For notice of cancellation received after 15th June 2022, the University shall be entitled to retain all payments made in relation to the tuition fee.

To exercise the right to cancel, you must inform us, The University of Warwick, Kirby Corner Road, Coventry, CV4 7AL (Tel: +44 (0) 7384 231435) (Email: preunisummerschool@warwick.ac.uk), of your

decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

4.2.4 Effect of cancellation in accordance with clause 4.2

- If you cancel this contract in accordance with **clause 4.2.1 or 4.2.2** we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- If you cancel this contract in accordance with **clause 4.2.3** we will reimburse you the relevant amount.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any Fees as a result of the reimbursement.

5. Course language

All courses 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.

6. Course material, services and conduct

Payment of the tuition fee in accordance with these terms and conditions entitles you to participate in the relevant course and to use the University's facilities. Unless indicated otherwise, the tuition fee does not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the course tenure.

Course outlines and syllabi are correct at the time of publishing and will be available on the relevant programme website(s). Views expressed by summer school staff are their own. The University does not accept any liability for advice given or views expressed by course summer school staff or in any notes or documentation provided to course participants.

You will be solely responsible for determining whether the Programme is sufficient and suitable for your needs. The University does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Programme.

The University reserves the right to remove you from a course or exclude you from University premises if your behaviour or demeanour is considered unacceptable. You agree to comply with the all rules and regulations set out in the Student Code of Conduct and the applicable policies and regulations of the University which can be found here <https://warwick.ac.uk/services/gov/calendar/section2/regulations/reg36registrationattendanceprogress/>

You will provide the University with all information reasonably requested by the University in connection with the Programme in order to safely and effectively administer the course.

7. Visa information

The University recommends that all participants from outside the European Union verify their visa requirements with the British Embassy or British High Commission.

You are responsible to obtain the required visa to enable your lawful participation in the Programme. If you do not obtain the required visa, if one is required, by the start date of the Programme, you will not be able to participate in the Programme. In the event that you are unsuccessful in obtaining a valid visa, subject to a deduction of £50 administration fee, you will be entitled to a refund on your tuition fee if you can demonstrate:

1. That you applied for your visa six (6) weeks in advance of the commencement of the Programme;
- and
2. after initial visa rejection, you applied again with complete documents or any requirements imposed by the British Embassy or British High Commission. In any event, you will only be eligible for a refund if you applied twice and were rejected.

To obtain this refund, you must provide proof of your visa application and the date it was made together with the rejection of your application by the Embassy. If you applied for your visa less than six (6) weeks prior to the commencement of the Programme, you shall not be entitled to any refund.

In no circumstances will the University issue documentation to support a visa application prior to receiving payment for a minimum of 50% of the tuition fee.

8. Data protection

The University of Warwick will process your personal data provided in the online application form for the purposes of processing your application and attendance at the Warwick Pre University Summer School 2021 and contacting you with relevant information in relation to the Summer School and any other news and events about the University, if you have ticked the relevant box on the application form.

The legal basis for processing this personal data is that it is necessary for the performance of a contract/legal obligation or consent, which is obtained through your submission of this online form.

We will share your personal data with The Imperial College London to facilitate the time spent in their accommodation, and to any third-party in order to deliver the programme. This may include any external catering arrangements, arrangements for your entry into planned visits, and travel agencies for pick and drop.

In order to process this data, it will be transferred outside the UK to be held on the server of the software provider for the booking system. Your personal data will be kept securely by the University of Warwick and will be retained for a period of six years after the Warwick Pre University Summer School 2022 has taken place unless you indicated above that you wish to receive information about other news and events about the University.

The University of Warwick is the Data Controller of this information and is committed to protecting the rights of individuals in line with Data Protection Legislation. Please visit the University's Data Protection webpages for further information in relation to your rights and how the University processes your personal data:

<https://warwick.ac.uk/services/sim/dataprotection>. The University's Data Protection Officer, can be contacted at dpo@warwick.ac.uk; and any requests or complaints should be made in writing to the University's Data Protection Officer.

9. Force majeure

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 accident, breakdown of plant or machinery, fire, flood, storm, pandemics, terrorist incident, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

10. Limitation of liability

Subject to the third paragraph of this clause 10, the liability of the University to you with respect to the provision of the Programme, the cancellation, postponement, or amendment of a course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to:

- (i) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the University had been advised of the possibility of those losses or if they were within the University's contemplation; or
- (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

In any event, subject to the third paragraph of this clause 10 the liability of the University to you with respect to the provision of the Programme, the cancellation, postponement, or amendment of the Course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Programme.

Nothing in these terms and conditions will operate to limit or exclude the liability of the University for death or personal injury arising from the University's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

The University accepts no liability for loss or damage to your personal property and belongings, and insurance cover for such items shall be your sole responsibility.

The University will not be liable for costs incurred by you (or any other person) in the event of cancellation of your participation in the Programme pursuant to these terms and conditions, including but not limited to cancellation or

alteration of travel arrangements, accommodation reservations and other costs.

The warranties and undertakings given by the University in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

11. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

12. Insurance

You are advised to take out insurance for you and your possessions for the duration of your stay and the Programme, and for your travel to and from residences.

13. Behaviour on University Campus and during the Programme

You agree to comply with the all rules and regulations set out in the Student Code of Conduct for the duration of the Programme,

You also agree to comply with the University Ordinances, Regulations and Rules, in particular:

- Ordinance 17 on parking and traffic;
- Regulation 29 on meetings etc. on University premises.

You acknowledge that the University has advised you that these Ordinances and Regulations are available at www2.warwick.ac.uk/services/gov/calendar/section2. You and/or your parent/guardian agrees to indemnify the University for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from you failing to obey any University Ordinance, Regulation and/or Rule or otherwise during the course of the Programme