



## Cardiff University

### Terms and conditions of offer

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

#### Your offer

1. Your place is only guaranteed, if the exact terms of an offer (including, but not exclusive to compensating grades), have been met, unless advised otherwise in official correspondence from the University.
2. Upon receiving your results if you have accepted your place as either firm or insurance choice, but you have not met the exact conditions of your offer, the University reserves the right to make you an offer on an alternative programme. In the event that you are offered a place on an alternative programme, you are not obliged to accept it and should you choose not to do so, you will proceed to your insurance choice or into UCAS clearing as appropriate.
3. The University will provide clear deadlines for supplying information/meeting the conditions of your offer. If they differ from the UCAS deadlines, the University reserves the right to decline your place should you fail to adhere to these deadlines.
4. Requests to change a programme/course of study during the application stage or on arrival at the University are not guaranteed and are subject to availability and meeting the terms of entry for that specific programme.

#### Payment of fees

5. The University determines a student's status for fee-paying purposes in accordance with the Higher Education (Qualifying Courses, Qualifying Persons and Supplementary Provision) (Wales) Regulations 2015 and any subsequent amendments, the University's Tuition Fee Policy, and with the University's Guiding Principles of Fee Assessment. Further details of the Regulations and Guiding Principles can be found at [www.cardiff.ac.uk/fee-status](http://www.cardiff.ac.uk/fee-status)
6. Where fees are due, it is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
7. The University will invoice you for the full amount or remaining part of your fees for each year of your programme (including repeat years), unless (for each year of your programme) 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.
8. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above, is submitted to the Tuition Fee Office by the required date.
9. 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.

10. If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the University's fee policy. Full details of the University's Fee Policy can be found at [www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy](http://www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy).

### **Accuracy of information**

11. By accepting the offer of a place to study at the University, you confirm and declare that the information provided by you, or on your behalf in support of your admission to, and enrolment with the University, is accurate and complete to the best of your knowledge.

In the light of additional information which was not available at the time of selection, an offer may be amended or, in exceptional circumstances, withdrawn. The University also reserves the right to correct errors where they have been made in the communication of decisions and offers.

12. The provision of false or misleading information may make your admission and enrolment invalid and will entitle the University to terminate its contract with you in accordance with the Admissions Policies and where applicable the Applicant Fitness to Practise procedure.

### **Applicant behaviour**

13. The University is committed to eliminating discrimination and advancing equality of opportunity based on the values of dignity, courtesy and consideration as well as our legal responsibilities under the Equality Act 2010. We aim to provide a working, learning and research environment and culture that is free from unlawful discrimination, supports diversity and creates an open and inclusive community

14. All students and staff of the University are required to adhere to the University's Equality and Diversity Policy ([www.cardiff.ac.uk/public-information/equality-and-diversity](http://www.cardiff.ac.uk/public-information/equality-and-diversity)) and our Dignity at Work and Study Policy ([www.cardiff.ac.uk/public-information/policies-and-procedures/dignity-at-work-and-study](http://www.cardiff.ac.uk/public-information/policies-and-procedures/dignity-at-work-and-study)). If, during any visit to the University or whilst making representation of the University (such as but not exclusive to attending an interview, audition/workshop, or visit to the University), you display behaviour/s that is in contravention of these Policies, we reserve the right to make your admission and enrolment invalid and this will entitle the University to terminate its contract.

### **Communications to and from the University**

15. 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 email account regularly and, in any event, at least once a week.

16. The University is committed to making a positive contribution to the development of the Welsh language and encourages Welsh speakers to take advantage of the services they have a right to receive. If you would prefer to correspond with us in Welsh, please let us know. Further details of our responsibilities under the Welsh Language Standards can be found on our website at: [www.cardiff.ac.uk/public-information/corporate-information/welsh-language-standards](http://www.cardiff.ac.uk/public-information/corporate-information/welsh-language-standards).

### **University Regulations**

17. By accepting the offer of a place at the University, you agree to comply with the provisions of the Charter, Statutes, Ordinances and Regulations and such other rules and regulations as the University makes for its students from time to time ("the Regulations"). The Regulations can be found in the Academic Regulations Handbook at [www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations](http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations).

18. Key provisions of the Regulations of which you should be aware include:

- a) The University's expectations for student attendance and academic progress, as set out under the Student Study and Engagement Regulations. If you fail to meet these expectations it may mean that you are not permitted to progress on your course.

- b) The University's rules regarding student conduct, academic misconduct and cheating, including plagiarism, the processes the University uses for plagiarism detection (e.g. Turnitin software) and exam conduct can be found at [www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations](http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations). Breaking these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion in line with the Unfair Practice and/or Academic Misconduct Procedure.
- c) The University's rules regarding payment of money due to the University can be found in the Procedure for the Payment of Tuition Fees. 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 in the Student Behaviour Procedure. Breaking these rules could result in an independent internal investigation and the imposition of sanctions, which may include expulsion from the University.
- e) The Students' Fitness to Study Procedure describes the steps the University may take, if there are concerns about your health and wellbeing that lead to questions about your fitness and suitability to continue to study.
- f) The University's rules governing Fitness to Practise, are set out in the Students' Fitness to Practise Procedure, which applies to students on professionally regulated courses, which lead to, or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. Failing to observe these requirements may call into question a student's fitness to practise and result in an investigation and the imposition of sanctions, including expulsion from the University.
- g) There is a requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these programmes, or in some cases undertake placements, and there are statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.
- h) Bound by the University Research integrity and governance Code of Practice which sets out ethical requirements for research projects and could result in discipline action if breached.
- i) Where a student engages with a professional or industrial partner [hereafter placement provider], and a contract is drawn up between all three parties, you must comply with the requirements and rules of the placement provider and the University. Breaking these rules could result in a disciplinary process and the imposition of sanctions, which may include expulsion from the University.

### **Changes to University Regulations**

19. 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. Please refer to the section on Variation of Arrangements in the Academic Regulations at [www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations](http://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-regulations).

20. 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.

21. The University will consult the Students' Union Elected Officers before making any substantive changes to the Regulations.

22. Any changes will normally come into effect at the start of the next academic year, although a change 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 minimize 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.

23. 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.

## **Variation**

24. The University will make all reasonable efforts to deliver programmes and research opportunities leading to its awards as described in materials published by the University.

25. The University reserves the right for the Vice-Chancellor to vary arrangements in exceptional circumstances, which are beyond the University's reasonable control. Examples of such circumstances may include:

- a) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious diseases;
- b) fire, explosion or accidental damage;
- c) collapse of building structures, failure of machinery, computers or vehicles;
- d) labour disputes, including strikes and industrial and other action;
- e) interruption or failure of utility service, including but not limited to electric power, gas or water;
- f) the acts, decrees, legislation, regulations or restriction of any government;
- g) the unexpected absence or departure of a key member of staff;
- h) where the numbers recruited to a programme and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it;
- i) in response to the requirements of an accrediting body or professional regulator;
- j) where an aspect of a course relies on the specific expertise of a member of staff who is ill or leaves, and it is not reasonably possible to find a replacement with the relevant expertise.

26. Where such events occur, the University will seek to minimize the impact on the student learning experience by, for example:

- a) delivering a modified version of the same programme; or
- b) making available to affected students, learning or other support and other services and facilities as it considers appropriate; or
- c) offering affected students the opportunity to transfer to another programme, or to withdraw and be provided with reasonable support to move to another university.

27. The University will provide continued assurances of the standard and quality of the award. Students will be informed of any changes to learning support, services and facilities by the University as soon as is practicable.

28. In addition to the circumstances described in paragraph 25 above, the University will be entitled to make reasonable changes to its programmes where that will enable the University to deliver an equivalent programme or better quality of educational experience to students enrolled on the programme. Examples of such circumstances may include:

- a) the content and syllabus of the programme where developments in the subject area make that necessary;
- b) the location of the programme;
- c) the method of delivery of the programme.

29. 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 affected students in advance about any changes that are required. If the University changes a programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another programme or, if required, to withdraw and be given reasonable support to move to another university or education provider.

30. 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.

31. 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**

32. In order to carry out its functions and obligations under Data Protection legislation in respect of your application and study it is necessary for the University to collect, store, analyse and sometimes disclose your personal data. Full details on how we deal with your personal data in our capacity as Data Controller and the legal basis for processing can be found in our data protection notice for students and applicants at:

[www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection/student-data-protection-notice](http://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection/student-data-protection-notice).

33. The information provided in your application will be used by the University for the administration of your application, academic record, support and your health and safety. It will also be used for statistical and research purposes in the compilation of statutory returns.

34. If you have a disability, information you have provided in connection with that disability will be processed by the Disability and Dyslexia Service for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments if you receive an offer of a place to study at the University. Information about your disability will be given to other relevant staff who would reasonably need to have such information for the purposes of implementing any or all of the adjustments identified, if 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 effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

35. The University may be required to share your personal data with placement providers or industrial placements where this is necessary to consider your application and for delivery of your programme of study.

36. The University may also, in fulfilling its legal obligations, supply this information to outside organisations including the police, the UK Visas and Immigration Agency, local authorities or the Department for Work and Pensions and its Agencies. This happens as necessary and in consideration of your rights and freedoms.

37. Where a formal contract exists between you and a sponsor, information (usually attendance and progress records) may be shared in accordance with the terms of such a contract.

38. In some circumstances, for example in relation to any pastoral and welfare needs, voter registration or sharing information with parents, specific consent will be sought from you for processing. Individuals have rights in relation to the personal data held by Data Controllers under Data Protection legislation and details of this can be found at: [www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection/your-data-protection-rights](http://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection/your-data-protection-rights).

39. Full details of the University's data protection policy can be found at [www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection](http://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection)

## **Cancellation Rights**

### **RIGHT TO CANCEL**

40. You have a statutory right to cancel this contract without giving any reason. The cancellation period will end after 14 days from the day you accept the offer of a place at the University.

### **HOW TO CANCEL YOUR CONTRACT**

For UCAS applicants

41. You can decline this offer of a place in UCAS Track. To cancel your Cardiff choice or your whole UCAS

application, please refer to the guidance on the UCAS website at [www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes](http://www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes).

42. If you wish to withdraw or be released into Clearing, and you are holding an unconditional firm place, you must inform the University. You can tell us by emailing the Admissions team at [admissions@cardiff.ac.uk](mailto:admissions@cardiff.ac.uk).

For applicants who have applied directly to the University

43. To exercise the right to cancel, you must inform the University of your decision to cancel this contract in writing. This can be done in either in a letter sent by post (where the date of posting can be verified) to Admissions, McKenzie House, 30-36 Newport Road, Cardiff, CF24 0DE or by email to [admissions@cardiff.ac.uk](mailto:admissions@cardiff.ac.uk). To meet the cancellation deadline, it is sufficient for you to send your communication to the University before the cancellation period has ended.

#### **EFFECT OF CANCELLATION**

44. If you cancel this contract as set out above, the University will reimburse you for all payments received from you (including any deposit). The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

45. The University will make the reimbursement using the same means of payment as you used for the initial transaction.

46. If the payment is made by a sponsor or employer, the University will pay the refund the relevant party.

#### **CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD**

47. If you cancel the contract after the statutory cancellation period has ended, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a part of your tuition fees, as set out in the University's Tuition Fees Policy.

#### **COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD**

48. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a part of fees to cover the period from the beginning of the University's service to you to the date of cancellation, as set out in the University's Tuition Fees Policy.

#### **General**

49. 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.

50. 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.

51. 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.