



## 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 your offer have been met, unless otherwise advised 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. If you are an undergraduate student and you choose not to accept the alternative, 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. Your place will lapse if 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 (Fees and Awards) (Wales) Regulations 2007 and 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 <http://www.cardiff.ac.uk/fee-status>
6. Your fees may be subject to increase, as set out in the "Annual revision of fees section" of the Tuition Fee Policy at <https://www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy>.
7. Where fees are due, it is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
8. 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.
9. 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.

10. 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.
11. 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 <https://www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy>.

### **Accuracy of information**

12. 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. The University reserves the right to request original hard copy documentation related to your application at any time.
13. 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.
14. The provision of false or misleading information by you 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. If such a decision is taken, you have the right to appeal against it in accordance with the University's Applicant Complaints and Appeals Policy:

<http://www.cardiff.ac.uk/public-information/students-applicants/admissions-policies/complaints-and-appeals>

We may also refuse to consider any future applications from you.

### **Applicant behaviour**

15. 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.
16. All students and staff of the University are required to adhere to the University's Equality and Diversity Policy (<https://www.cardiff.ac.uk/public-information/equality-and-diversity>) and our Dignity at Work and Study Policy (<https://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**

17. 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 and, in any event, at least once a week
18. 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 <https://www.cardiff.ac.uk/public-information/corporate-information/welsh-language-standards>.

### University Regulations

19. 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 (together the "Regulations").
20. Key provisions of the Regulations and policies 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 Regulation which can be found in the Academic Regulations Handbook at <https://www.cardiff.ac.uk/public-information/policies-and-procedures/academic-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, found at <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 Academic Misconduct Procedure found at [https://www.cardiff.ac.uk/\\_data/assets/pdf\\_file/0009/1560483/Academic-Misconduct-Procedure-Taught.pdf](https://www.cardiff.ac.uk/_data/assets/pdf_file/0009/1560483/Academic-Misconduct-Procedure-Taught.pdf).
  - c. The University's rules regarding payment of money due to the University, which can be found in the Tuition Fee Policy at <https://www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy>. 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 conduct, as set out in the Student Conduct Procedure found at [https://www.cardiff.ac.uk/\\_data/assets/pdf\\_file/0003/1560486/Student-Conduct-Procedure.pdf](https://www.cardiff.ac.uk/_data/assets/pdf_file/0003/1560486/Student-Conduct-Procedure.pdf). Breaking these rules could result in an independent internal investigation and the imposition of sanctions, which may include expulsion from the University.
  - e. The University's Study Support Intervention Policy which 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, found at [https://www.cardiff.ac.uk/\\_data/assets/pdf\\_file/0008/1560491/Study-Support-Intervention-Policy-and-Procedure.pdf](https://www.cardiff.ac.uk/_data/assets/pdf_file/0008/1560491/Study-Support-Intervention-Policy-and-Procedure.pdf).
  - f. The University's rules governing fitness to practise, as set out in the Students' Fitness to Practise Procedure, found at [https://www.cardiff.ac.uk/\\_data/assets/pdf\\_file/0011/1560485/Fitness-to-Practise-Procedure.pdf](https://www.cardiff.ac.uk/_data/assets/pdf_file/0011/1560485/Fitness-to-Practise-Procedure.pdf), which apply 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. The requirement that applicants to professionally regulated 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 the

statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.

- h. The obligation to notify the University immediately if you have or receive any unspent, relevant criminal convictions for relevant offences at any point from acceptance of the offer until the completion of your programme or if your circumstances in relation to (f) and/or (g) change. For students on professionally regulated courses, spent criminal convictions must also be declared.
- i. The University's regulations, policies and procedures governing interruption of studies, as set out in the Interruption of Study procedure found at [https://www.cardiff.ac.uk/\\_data/assets/pdf\\_file/0005/1560488/Interruption-of-Study-Procedure-Taught.pdf](https://www.cardiff.ac.uk/_data/assets/pdf_file/0005/1560488/Interruption-of-Study-Procedure-Taught.pdf)
- j. The University Research integrity and governance Code of Practice, which sets out ethical requirements for research projects and could result in disciplinary action if breached., found at <https://www.cardiff.ac.uk/research/our-research-environment/integrity-and-ethics/research-integrity-and-governance>
- k. Where a student engages with a professional or industrial partner (a "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**

21. 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.
22. The University will consult the Students' Union Elected Officers before making any substantive changes to the Regulations.
23. 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 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.
24. 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 to programmes or other services/facilities**

25. The University will make all reasonable efforts to deliver programmes and research opportunities leading to its awards and related educational and other services and facilities

as described in the material information published by the University for the academic year in which you begin the course.

26. 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 changes may include:
- a. the content and syllabus of the programme where developments in the subject area make that necessary;
  - b. the timetable, location of the programme and number of classes;
  - c. the method of delivery of the programme, services and facilities;
  - d. the structure and/ or timing of the academic year; and
  - e. the arrangements for and methods of examination and assessment process.

Examples of circumstances in which the University may need to make such changes include:

- a. where key staff have taken extended leave or left the University;
  - b. where the relevant course or module is no longer financially viable;
  - c. following changes to the funding that the University receives;
  - d. where the changes will enable the University to deliver a better quality of educational experience to students on the course; and
  - e. a restructure of the course to improve the student experience and efficiency of the University.
27. 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.
28. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("**Events Outside our Control**") mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the programmes and/ or research opportunities leading to its awards and related educational and other services and facilities as described. Examples of Events Outside Our Control include (but are not limited to):
- a. acts of God, flood, earthquake, windstorm or other natural disaster or severe weather condition;
  - b. pandemics, epidemics of infectious diseases and other threats to public health;
  - c. fire, explosion or accidental damage;
  - d. terrorism;
  - e. political or civil unrest;
  - f. collapse of building structures, failure of machinery, computers or vehicles;
  - g. damage, interruption or lack of access to buildings, facilities or equipment;
  - h. labour disputes, including strikes and industrial and other action;
  - i. interruption or failure of utility service, including but not limited to electric power, gas or water;
  - j. the acts, decrees, legislation, regulations or restriction of any government;
  - k. the unexpected absence or departure of a key member of staff;
  - l. 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;
  - m. in response to the requirements of an accrediting body or professional regulator;
  - n. the acts or delays of any governmental or local authority; and/or
  - o. 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.

29. Where Events Outside our Control occur, the University will notify you that the events have occurred and take all reasonable steps to minimise the impact on the student learning experience by, for example:
- a. delivering a modified version of the same programme;
  - b. making available to affected students learning or other support and other services and facilities as it considers appropriate;
  - c. delivering the programme in a different way, from another location or online, or at another time;
  - d. delivering other services and facilities in a different way, from a different location or online deferring the start date for the course; and/ or
  - e. offering affected students the opportunity where reasonably possible to transfer to another programme or to withdraw and be given reasonable support to move to another university.
30. 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.
31. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside our Control, you may terminate your contract with the University and/ or make a complaint under the University's Complaints Procedure:
- <http://www.cardiff.ac.uk/public-information/students-applicants/complaints>
32. Where, as a result of Events Outside our Control, it is necessary to close or discontinue or cease to deliver a programme, the University will provide you with an opportunity to transfer to another Cardiff University programme or to withdraw and receive reasonable support to find a place at another university.
33. Where Events Outside our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.
34. 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.
35. 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**

36. 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 <https://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection/student-data-protection-notice>.
37. Full details of the University's data protection policy can be found at <http://www.cardiff.ac.uk/public-information/policies-and-procedures/data-protection>.

## **Disability**

38. The University is committed to providing an inclusive and accessible environment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your programme. If you require support from us due to a disability or long-term health condition, we encourage you to notify us as early as possible in the recruitment process to enable the University to engage with you and discuss your support needs more effectively.
39. 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.

## **Right to study in the UK**

40. By accepting the offer of a place, you are confirming that you are willing to provide us with independent documentary evidence of your right to study in the UK. This applies to all UK, EU and international applicants. You are agreeing that:
  - you will co-operate with any information requirements or procedures which the University is required to undertake by the Welsh government or its agencies to maintain compliance with its responsibilities under immigration law and regulations;
  - you are in a position to secure funding for your studies; and
  - if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration.

## **Cancellation Rights**

### **RIGHT TO CANCEL**

41. 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**

42. If you are an undergraduate student, you can decline the 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 <http://www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes>.
43. 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 use the model form at the end of this document, but it is not obligatory. Alternatively, you can tell us by emailing the Admissions team at [admissions@cardiff.ac.uk](mailto:admissions@cardiff.ac.uk).
44. If you are a postgraduate student, you must inform the University of your decision to cancel this contract in writing. This can be done in a letter sent by post (where the date of posting can be verified) to Admissions, Mackenzie House, 30-36 Newport Road, Cardiff, CF24 0DE or by email to [admissions@cardiff.ac.uk](mailto:admissions@cardiff.ac.uk). You can use the model form at the end of this document, but it is not obligatory.

45. 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**

46. If you cancel this contract as set out above within 14 days from the day you accept the offer of a place, the University will reimburse you for all payments received from you. 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.
47. The University will make the reimbursement using the same means of payment as you used for the initial transaction.
48. If the payment is made by a sponsor or employer, the University will pay the refund to the relevant party.

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

49. 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 found at <https://www.cardiff.ac.uk/public-information/students-applicants/tuition-fee-policy>.
50. To cancel the contract after the statutory cancellation period has expired, you must inform the University of your decision in writing. This can be done in either a letter sent by post (where the date of posting can be verified) to Admissions, Mackenzie House, 30-36 Newport Road, Cardiff, CF24 0DE or by email to [admissions@cardiff.ac.uk](mailto:admissions@cardiff.ac.uk).

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

51. 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**

52. 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.
53. 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.
54. 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.

#### **Applicant Complaints and Appeals Procedure**

55. We are committed to the provision of high quality and fair admissions procedures for all our applicants. We recognise, however, that there may be occasions when an applicant will feel

dissatisfied with the conduct of the University's admissions process or its outcome. The full Applicant Complaints and Appeals Procedure can be found here:

<http://www.cardiff.ac.uk/public-information/students-applicants/admissions-policies/complaints-and-appeals>

### **Student Complaints Procedure**

56. We hope that you will never need to use the University's Student complaints procedure, but it is important to familiarise yourself with the process should you ever need to raise a concern. You can find the full procedure here:

<http://www.cardiff.ac.uk/public-information/students-applicants/complaints>