

# Terms and Conditions

## York Archaeology Summer Schools, Global Opportunities & Archaeology Department UoY

Global Opportunities is part of the University of York and offers a range of international programmes and activities for University of York students and external participants. These Terms and Conditions apply to York Archaeology Summer Schools only. Please read these Terms and Conditions carefully before applying to any of our Courses, as they contain important information about your contract with the University. By submitting your application, you agree to be bound by this contract.

## Explanation of Terms

Terms in these Terms and Conditions shall have the following meanings:

- a. **Acceptance Letter** - our written confirmation sent via email or as specified in the application form of a place on the Course
- b. **Cooling Off Period** - the 14-day period following Your acceptance of our Offer when You may choose to cancel Your place on the Course and receive a full Programme Fee refund
- c. **Course** – the York Archaeology Summer School course of study You have selected and applied to, including the relevant subject option if applicable
- d. **University/ York / We / Us** - the University of York
- e. **Offer** - our written offer to You of a place on the Course
- f. **Participant/ You/ Your** - the person accepting the Terms and Conditions as a participant of York Archaeology Summer Schools
- g. **Programme Fee** - the tuition fee for the selected Course plus the accommodation fee (if applicable) as outlined in the Offer
- h. **Webpages** - the York Archaeology Summer School webpages at <https://york.ac.uk/global-summer/>

## 1. How the contract is formed between You and Us

1.1 These Terms and Conditions and other key documents (as set out below) set out the contractual basis for Your relationship with the University for the purpose of You attending your selected Course. By submitting an application to York Archaeology Summer School, You agree to be bound by these Terms and Conditions.

1.2 The contract between You and York is made up of:

1.2.1 these Terms and Conditions

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1.2.2 the description of Your selected Course which is available on the Webpages

1.2.3 York's relevant rules, regulations, policies and procedures (see section 10)

1.2.4 if applicable, any separate terms and conditions relating to an offer of accommodation made by York to You for the duration of Your Course

1.2.5 the Pre-University Agreement to Study and Information for Parents and Students (applicable to those attending the Pre-University Summer School only)

1.2.6 Student Code of Conduct (applicable to those attending the Pre-University Summer School only)

1.3 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the contract, these Terms and Conditions shall take precedence.

1.4 The contract is created between York and You following Your acceptance of York's Offer of a place on your chosen Course. You accept this Offer and confirm your intention to take up Your place on the Course by making payment of the Programme Fee within the timescale set out in the Offer letter. This also applies if Your fees are paid by a third party (such as an agent or your parent/guardian) on your behalf.

## 2. Applications

2.1 Applications must be submitted via the online form available on the Webpages.

2.2 A place on your chosen Course will be offered on the basis that you fulfil the entry and eligibility requirements as advertised on the Webpages, that your application has been deemed successful by the admissions team, and that there are places available on your chosen Course and subject option.

2.3 If We accept your application, We will issue an Offer to You, via email, to the email address You provided in Your application. The Offer outlines instructions for how to accept Your place by making payment of the Programme Fee and, for the Pre-University Summer School only, returning the Acceptance to Study form.

2.4 On the receipt of full payment due and the return of any requested documents, We will issue the Acceptance Letter.

2.5 All applications must be submitted by the application deadline as advertised on the Webpages. Late applications will be considered up to 3 weeks before the course start date, but not guaranteed.

2.6 York reserves the right to accept or reject any application at its sole discretion. All admission decisions are final. If You provide untrue, falsified or misleading information on Your application, York reserves the right to reject Your application or withdraw You from Your Course and/or terminate this contract with no refund of any Programme Fee paid.

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2.7 The Course is delivered in the English Language. It is Your responsibility to ensure that You have the level of English proficiency (as set out in the Course information on the Webpages) needed to be able to participate in the Course.

## 3. Fees and Payment

3.1 Details of Programme Fees and what is included can be found on the Webpages.

3.2 Payments must be made by the deadline stated in the Offer, which is usually 14 days prior to the programme start date. In the event of full payment not having been received, York reserves the right to refuse access to the Course until full payment is made and confirmation of payment is received.

3.3 All fee payments must be made in £GBP (Pounds Sterling). You are responsible for any currency conversion costs or other charges incurred in connection with making the payments.

3.4 Participants are responsible for their own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course information) and any other costs not included in the Course description on the Webpages.

3.5 If Your fees will be paid by a third party which informs York that it accepts full liability for Your fees, We will invoice the third party directly and will seek to recover any unpaid fees from the third party in the first instance. However, We reserve the right to seek payment from You if recovery from the third party is unsuccessful.

## 4. Provision of Course

4.1 The description and content of the Course, mode and methods of delivery are set out on the Webpages. We will provide the Course to the Participant on the dates set out in the Offer.

4.2 For all modes of delivery, a virtual learning space (VLE) will be used to supplement and/or deliver learning and Course-related information. Participants will therefore need access to a computer/laptop/device with suitable software for access. The cost of any devices is not included in the Programme Fee and is the sole responsibility of the Participant.

4.3 Subject to clause 4.4 below, We will use all reasonable endeavours to provide Courses which:

- (a) Conform in all material respects with their description on the Webpages
- (b) Are delivered with reasonable care and skill
- (c) Are fit for any purpose we say they are fit for, and
- (d) Comply with all applicable statutory and regulatory requirements for supplying the Courses in the United Kingdom.

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4.4 While every effort is made to ensure that Courses are delivered in accordance with the descriptions provided, it may be necessary or desirable for the University to make changes in Course provision and delivery, either before or after enrolment in order to appropriately manage resources, pursue our policy of continuous improvement or to comply with changes in law or with government guidance in relation to University operations. Changes may also be made due to circumstances outside the University's control. We therefore reserve the right to:

- (a) make reasonable changes to the timetable, location or teacher(s) specified for a Course including where otherwise unavoidable, the cancellation of a limited number of classes; and
- (b) make reasonable changes to the content, syllabus and delivery method of a Course.

4.5 You must provide us, in sufficient time, with any information and instructions relating to the Courses that is or are necessary to enable us to provide the Course in accordance with these Terms and Conditions. If You do not, or You provide us with incomplete, incorrect or inaccurate information or instructions, We may cancel the contract by giving You written notice (this includes via email).

## 5. Cancellations and Refunds

### 5.1 Student Cancellations and Changes

5.1.1 After payment of the Programme Fee, a 14-day cooling off period will commence during which You have the right to cancel Your contract and receive a full refund. Cancellations must be submitted in writing to [global-summer@york.ac.uk](mailto:global-summer@york.ac.uk).

This cooling-off period does not apply where Your registration is received less than one (1) calendar month before the Programme start date.

5.1.2 If You cancel more than 14 days from the date the contract is formed but before the start of Your Course the maximum refund due to You will be limited as follows:

| Notice before Course start date                | Refund due  |
|--|---|
| 3 calendar months (or more)                    | 100% of Programme Fee less any bank transfer fees payable by York |
| Between 3 calendar months and 1 calendar month | 50% of Programme Fee less any bank transfer fees payable by York  |
| 1 calendar month or less                       | No refund   |

5.1.3 If a refund is due, We will process it as soon as possible via the original payment method and in any event no later than 30 days after You have notified us of Your cancellation.

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5.1.4 If You wish to amend but not cancel the details of Your booking this must be requested via email to [global-summer@york.ac.uk](mailto:global-summer@york.ac.uk). Any changes are not final until You have received a confirmation email from Us. An administration charge of £10 may be charged each time a booking is amended.

### 5.2 Cancellations by York

5.2.1 Whilst all reasonable attempts will be taken to avoid it, York reserves the right to cancel Your Course at any time as a result of an Event Outside our Reasonable Control (as defined in clause 5.2.4) or if sufficient recruitment levels are not reached. Every reasonable effort will be made to provide as much notice of cancellations as possible.

5.2.2 If we cancel the Course, we may:

5.2.2.1 Offer the option to transfer to an alternative Course, subject to entry eligibility and Course capacity and the payment/refund of any difference in fees; or

5.2.2.2 Refund in full the fees paid by You.

5.2.3 We are not liable for any other costs including, but not limited to, flights, independent accommodation, visa or travel costs as a result of a Course being cancelled, postponed or amended (see clause 8 for insurance information).

5.2.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by an event outside our reasonable control (Event Outside our Reasonable Control). An Event Outside our Reasonable Control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action;
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic or other natural disaster;
- (d) Impossibility of the use of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) Impossibility of the use of public or private telecommunications networks; and
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

5.2.5 Our performance under the contract is deemed to be suspended for the period that the Event Outside our Reasonable Control continues, and We will have an extension of time for

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performance for the duration of that period. We will take reasonable steps to bring the Event Outside our Reasonable Control to a close or to find a solution by which our obligations under the contract may be performed despite the Event Outside our Reasonable Control.

## 6. Visas and Travel

6.1 It is Your responsibility to ensure You have the correct visa if needed to enter, study and remain in the UK for the duration of the Course and that You adhere to the conditions of Your visa. York cannot provide visa advice.

6.2 All students must have the right to study in the UK for the duration of the Course, regardless of their nationality. York is required by law to verify that You have immigration permission to study in the UK and You will be required to provide original evidence of Your valid immigration status at the point of registration when the Course begins. Details on what documentation is required will be shared before the start of the Course.

6.3 Failure to obtain the correct visa or to provide evidence of Your right to study may result in Your removal from the Course.

6.4 York accepts no liability for any costs (including any fees paid by the Participant) incurred due to a Participant being unable to obtain an appropriate visa and therefore having to delay, curtail or cancel their attendance on the Course.

6.5 You agree to assume responsibility for arranging and paying for return transportation from Your home in the UK or Your country of origin to the UK and ensuring that this meets the requirements of Your visa or immigration status (for example if You are aged under 18).

6.6 You are strongly advised not to make any travel arrangements until You have received the Acceptance Letter and no sooner than 8 weeks prior to the Course start. We also advise that You invest in a comprehensive travel insurance policy that covers cancellations, personal possessions and healthcare (see clause 8).

6.7 All visas and flights (and any associated costs) are purchased at the risk of the Participant. York assumes no liability for costs emerging from the need to rearrange or cancel flights booked by the Participant, whatever the reason for rearrangement or cancellation.

## 7. Accommodation

7.1 Where accommodation is included in the Course or has been purchased by You as part of Your application, accommodation will be provided by York.

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7.2 York acts as the sponsor in booking any accommodation for You. Your accommodation is confirmed once You have received the Acceptance Letter from Us. No changes can be made after this point.

7.3 Participants agree to act responsibly and safely, complying with the [accommodation terms and conditions of residence](#) and any other applicable regulations.

7.4 Room allocations are determined by availability and the relevant Course rules. Whilst We will endeavour to accommodate any particular requests, this is not guaranteed and all allocations are final.

7.5 We reserve the right to remove any Participants from the Course who fail to comply with the accommodation terms and conditions of residence and rules related to accommodation and / or act in a responsible manner. No refunds or compensation will be payable by Us in the event that any Participant is removed from the Course for failing to act responsibly or comply with accommodation rules set out by York.

## 8. Insurance

8.1 York does not provide insurance for Participants. We strongly advise that you acquire a suitable insurance policy for Your needs that covers loss or damage to Your personal possessions, medical and repatriation expenses and cancellations to cover any fees and travel costs.

## 9. Safeguarding and Welfare

9.1 York is committed to providing a safe environment for children and young people under 18 and adults at risk who access its activities or services. Further details are set out in the [Safeguarding Policy](#).

## 10. University rules, regulations and policies and procedures

10.1 By accepting Your offer, You agree to comply with all applicable policies, rules and regulations of the University as listed here:

<https://www.york.ac.uk/about/departments/support-and-admin/sas/student-related-policies/>. This includes, but is not limited to, policies related to student conduct, use of IT facilities, health and safety and data protection.

10.2 York Archeology Summer Schools designed for Participants under the age of 18 are subject to an enhanced student code of conduct and agreement to study. Details of these will be provided together with the Offer. Participants and their parents/guardians must confirm receipt, understanding and acceptance to confirm their place on the Course.

10.3 The award of any Course certificate or credits is subject to satisfactory performance and regular attendance. For undergraduate-level summer schools, this means a minimum of 80% attendance at all classes, unless there are exceptional circumstances.

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10.4 You may be removed or suspended from the Course if We consider that You are in breach of any of the rules of conduct, or You do not comply with safety rules and advice, put Yourself or other students at risk of harm, do not act responsibly and courteously, are disruptive, do not participate, fail to respect or affect the enjoyment of the Course for other Participants.

10.5. No refunds or compensation will be payable by Us in the event that any Participant is not permitted to, or decides not to, undertake or complete the Course for any reason. Any additional travel, accommodation and supervision costs incurred will be borne by the Participant.

## 11. Complaints

11.1 If You wish to make a complaint, please let Us know as soon as possible by email to [global-summer@york.ac.uk](mailto:global-summer@york.ac.uk) so that We have the opportunity to address Your concerns and resolve them.

11.2 If We are unable to resolve Your complaint informally, You may be referred to York's student [complaints procedure](#).

## 12. Data Protection

12.1 We will process Your personal data in accordance with data protection legislation. The [summer schools and short courses privacy notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.

12.2 We may, during the course of Your Course, capture video or images for the purpose of marketing and promotion. You will be asked to consent to this as part of the application process. Details of how and why this data may be used are set out in the [summer schools and short courses privacy notice](#).

## 13. Intellectual Property Rights

13.1 The copyright, design right and all other intellectual property rights on any materials and other documents and items that We prepare or produce in connection with the Course belong to Us absolutely.

## 14. Entire agreement

14.1 These Terms and Conditions and the other documents expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any contract.

## 15. Limitation of liability

15.1 Subject as expressly provided in these Terms and Conditions all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.

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15.2 Except in respect of death or personal injury caused by York's negligence, and save as provided in these Terms and Conditions, York shall not be liable to the Participant by reason of any representation, or any implied warranty, condition or other term, or any duty at law, or under the express terms of this contract, for any consequential loss or damage, loss of profit or otherwise (whether caused by the negligence of York, its employees or agents or otherwise) which arises out of or in connection with the provision of the Course.

15.3 Nothing in the Terms and Conditions shall relieve York of its liability for death or injury caused by the negligence of York, its employees or agents. York has public liability insurance to cover its liabilities under these Terms and Conditions.

## **16. Law and Jurisdiction**

16.1 These terms are governed by the laws of England and Wales, and disputes will be subject to the exclusive jurisdiction of the English courts.