

## Terms and Conditions Relating to Your Offer

### 1. Definitions

“We”, “us”, “our”, and “University” refers to the University of York and the Hull York Medical School.

“You” and “your” refers to the applicant or student.

“Contract” refers to the agreement between you and us in relation to your offer of admission and registration on a course offered by the University.

“Course” refers to an approved programme of study that normally leads to a qualification. This includes research programmes.

### 2. Introduction

These terms and conditions accompany, and should be read in conjunction with, your formal offer of admission. This document contains important information concerning your agreement with us, so please take the time to read and understand it before accepting your offer. If you accept your offer we will assume that you have read and understood these Terms and Conditions and agree to abide by them.

These terms and conditions apply to our undergraduate, postgraduate taught, and postgraduate research courses, and offers of admission to pre-sessional courses.

This document is also available on the University website at:

[www.york.ac.uk/media/study/documents/Terms-and-conditions-relating-to-your-offer.pdf](http://www.york.ac.uk/media/study/documents/Terms-and-conditions-relating-to-your-offer.pdf)

#### 2.1. Legal framework

These terms and conditions take into account the following relevant legislation:

- Consumer Rights Act 2015
- General Data Protection Regulation
- Equality Act 2010
- Freedom of Information Act 2000
- Human Rights Act 1998
- Race Relations Act 1976
- Race Relations Amendment Act 2000
- Rehabilitation of Offenders Act 1974
- Special Educational Needs and Disability Code of Practice (as part of the Children and Families Act 2014)

These legal duties can change if the legislation changes. These terms and conditions are therefore subject to these laws and any changes to these laws or other laws that the Government brings into effect.

### 3. Accuracy of information you provide to us

By accepting the offer of a place at the University you confirm that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.

The provision of false or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.

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### 4. Cancellation rights

#### 4.1. Right to cancel

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

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.

Advice for undergraduate candidates:

If you accept our offer of a place on a course as your Firm or Insurance choice, a contract is made between you and the University. If you change your mind, you can change your replies but only within 14 days of accepting the offer and by contacting the UCAS, Customer Contact Centre on: 0371 468 0 468 (UK) or +44 330 3330 230 (international). After the 14 day period, it may still be possible to do this, but you will need to contact us and UCAS to arrange this.

Advice for postgraduate taught and postgraduate research candidates:

If you accept our offer, but change your mind and wish to decline you have the right to cancel this contract within 14 days without giving any reason. In fact, we will allow you to change your mind at any time by simply changing your response via our applicant portal (You@York).

Effect of cancellation:

If you cancel this contract as set out above, the University will reimburse to you all due 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.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless we and you have expressly agreed otherwise; in any event, we will not charge any fees in connection with the reimbursement.

#### 4.2. Cancellation after the statutory cancellation period

If you cancel the contract after the statutory cancellation period has expired, 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 proportion of your tuition fees, as set out in the University's 'Student Tuition Fee Refund Policy' available at:

[www.york.ac.uk/media/studenthome/studying/Student Tuition Fee Refund Policy.pdf](http://www.york.ac.uk/media/studenthome/studying/Student%20Tuition%20Fee%20Refund%20Policy.pdf)

#### 4.3. Courses that begin within the statutory cancellation period

If your course is due to begin within 14 days from the date you accept the offer of a place at the University (e.g. if you are undergraduate and 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 proportion of tuition fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's 'Student Tuition Fee Refund Policy' available at:

[www.york.ac.uk/media/studenthome/studying/Student Tuition Fee Refund Policy.pdf](http://www.york.ac.uk/media/studenthome/studying/Student%20Tuition%20Fee%20Refund%20Policy.pdf)

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### 5. University regulations

By accepting the offer of a place at the University you agree to comply with the provisions of all the University's Ordinances, Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students.

The following documents provide a framework through which we and you work together to create a positive environment for learning and academic achievement.

University Admissions Policy:

[www.york.ac.uk/media/study/admissions/Admissions-Policy.pdf](http://www.york.ac.uk/media/study/admissions/Admissions-Policy.pdf)

University Ordinances and Regulations:

[www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations](http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations)

Together York: The University of York Community Statement

[www.york.ac.uk/about/together-york](http://www.york.ac.uk/about/together-york)

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

- The University's expectations as regards student attendance, academic due diligence, and academic progress, as set out in the 'Ordinances and Regulations' (link above). Failure to meet these expectations may mean that you are not permitted to progress on your course.
- The University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be found at:

[www.york.ac.uk/staff/supporting-students/academic/taught/misconduct](http://www.york.ac.uk/staff/supporting-students/academic/taught/misconduct)

- The University's rules regarding payment of sums due to the University can be found in the 'Essential Financial Information' document available at:

[www.york.ac.uk/media/studenthome/finance/documents/40705\\_EFI%20A5\\_web2.pdf](http://www.york.ac.uk/media/studenthome/finance/documents/40705_EFI%20A5_web2.pdf)

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.

- The University's expectations of student behaviour, as set out in 'Together York: The University of York Community Declaration' (link above). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- The University's 'Fitness to study/attend' procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. Further guidance about fitness to study/attend can be found at:

[www.york.ac.uk/staff/supporting-students/academic/taught/fitness-to-study](http://www.york.ac.uk/staff/supporting-students/academic/taught/fitness-to-study)

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- The University's rules governing fitness to practise, 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. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University. Further guidance about fitness to practise can be found at:

[www.york.ac.uk/about/departments/support-and-admin/sas/student-related-policies/fitness](http://www.york.ac.uk/about/departments/support-and-admin/sas/student-related-policies/fitness)

- The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service (DBS) check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.

### 5.1. Changes to University regulations

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:

- To review and update the Regulations to ensure they are fit for purpose;
- 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;
- To incorporate sector guidance or best practice;
- To incorporate feedback from students; and/or
- To aid clarity or consistency of approach.

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

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.

## 6. Programme changes and closures

The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to applicants and students. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:

- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it;
- the unanticipated departure or absence of key members of University staff;
- industrial action by University staff or third parties;
- power failure;
- damage to buildings or equipment;

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- the acts of any governmental or local authority; or
- acts of terrorism.

In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:

- the content and syllabus of programmes, including in relation to placements;
- the timetable, location and number of classes;
- the content or method of delivery of programmes of study; and
- the examination process.

In making any 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 with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, offered reasonable support to transfer to another provider. Further guidance can be found at:

[www.york.ac.uk/students/studying/progress/student-protection-plan/#tab-1](http://www.york.ac.uk/students/studying/progress/student-protection-plan/#tab-1)

## 7. Enrolment

It is a requirement when you enrol for each year of study that you comply with the University's enrolment procedures. This includes your acceptance of the 'enrolment statement' which reminds students of some of the important rules and regulations which are referred to in these terms and conditions.

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. Any communication sent to you to the University email account will be regarded as properly sent and received by you.

## 8. Fees

It is your obligation to make arrangements at the beginning of your course for the payment of your fees.

You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either:

- financial support via Student Finance England, Wales, Northern Ireland, or Student Awards Agency for Scotland; or

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- an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
- you have made arrangements to pay your tuition fees by instalment (see below)

It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Fees Office as part of enrolment or as soon as possible thereafter.

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.

If you are self-funding and have to pay your own fees, payment can be made in the following ways:

- The University normally requires payment of tuition fees in full at the start of the academic year.
- As a concession, you may also pay in three instalments, provided these are 50%, 25% and 25%.
- You may transfer the money electronically, pay by debit or credit card, or use a banker's draft or cheque.

Further information is detailed within the 'Essential Financial Information' document available at:

[www.york.ac.uk/media/studenthome/finance/documents/40705\\_EFI%20A5\\_web2.pdf](http://www.york.ac.uk/media/studenthome/finance/documents/40705_EFI%20A5_web2.pdf)

## 9. Data protection

The information provided in your application will be used by the University for the administration of your application, and if you enrol on a programme of study, for the provision of educational and related services, including maintaining your academic record. It will also be used for research and the compilation of statistics. The University may also supply this information to outside organisations including but not limited to:

- the Higher Education Statistics Agency for the purposes of complying with its duty to provide information under the Further & Higher Education Act 1992 s79 (the purposes of which are set out at [www.hesa.ac.uk/about/regulation/data-protection/guidance](http://www.hesa.ac.uk/about/regulation/data-protection/guidance)).
- the Home Office, for the purposes of complying with the law and guidance in respect of the University's Tier 4 sponsorship of overseas students.
- Students' Unions for the purposes of enrolment.
- Higher Education Access Tracker (HEAT) for the purposes of monitoring engagement in widening participation and outreach activities.

Further information about how your data may be shared is available at:

[www.york.ac.uk/records-management/dp/your-info/students](http://www.york.ac.uk/records-management/dp/your-info/students)

Where you have a disability, or long term health condition, information you have provided in connection with any additional needs will be processed by Disability Services for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability or long term health condition will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your

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disability or long term health condition is not disclosed to such staff but you should note that while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

The University may also process your information for marketing purposes and may contact you by post, telephone, e-mail, and short messaging service (SMS) with details relating to other courses and other products and services provided by the University, with your consent. If you do not wish to receive information for direct marketing purposes, please inform Student Recruitment and Admissions.

The University's entry on the register of data controllers is: Z4855807 and can be viewed at:

<https://ico.org.uk/ESDWebPages/Entry/Z4855807>

It sets out the purposes for which personal data is processed and the potential disclosures.

### 10. Intellectual property

Intellectual property ("IP") is as defined by the World Intellectual Property Organisation and includes the rights relating to literary, artistic and scientific works, performances or performing artists, phonograms and broadcasts; inventions in all fields of human endeavour; scientific discoveries; industrial designs; trademarks; service marks and commercial names and designations; and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields. Students are subject to the University's regulations concerning the ownership, protection and exploitation of intellectual property created during their course of research and related activities whilst they are a student of the University.

Our regulations on intellectual property rights can be found at:

[www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-12](http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-12)

### 11. Conduct and termination

#### 11.1. Attendance

Students are expected to attend such lectures, tutorials, examinations and other activities as form part of their course.

Our regulations on attendance can be found at:

[www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-6/#6.4](http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-6/#6.4)

#### 11.2. Criminal convictions

If you have any unspent criminal convictions (as defined in the Rehabilitation of Offenders Act) relating to offences involving:

- violence (including aggravated bodily harm, grievous bodily harm and other crimes under the Offences against the Person Act);
- possession of firearms or other dangerous weapons;
- offences relating to terrorism;
- arson;

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- hate crime (i.e. offences with an aggravated element relating to race/religion/disability/sexual orientation/gender identity);
- sexual offences;
- sexual or other forms of harassment;
- stalking;
- domestic abuse;
- coercive control; and/or
- the illegal supply of drugs,

you are required to declare these to the University upon acceptance of the offer and provide full details. Please note that for some courses related to regulated professions, spent criminal convictions must also be declared.

For safeguarding and duty of care reasons, together with need to ensure that the University's campus is a safe environment for all staff, students and visitors, the University reserves rights that, upon disclosure of such convictions or these otherwise becoming known to it, to cancel/withdraw the offer, withhold admission and terminate any contract with you (where it reasonably deems that risks cannot be appropriately managed), or alternatively to designate restrictions upon you (as it reasonably sees fit to assist with managing any risks) whilst you are at the University - for example, stipulations as to campus places where you should not reside and/or visit, or regarding certain students - such as under 18s - with whom not to engage.

If you later receive a criminal conviction of the nature indicated above (whether before enrolment/admission or during your time at the University), you should declare this to the Academic Registrar, providing full details. Failure to do so may constitute a disciplinary offence and also give the University right to terminate the contract.

Any failure to disclose relevant convictions under this condition 11.2 (and all subsections of it) shall constitute a breach entitling the University to terminate the contract, and may also constitute a disciplinary offence.

Further guidance concerning criminal convictions is contained in the Admissions Policy and is available at:

[www.york.ac.uk/media/study/admissions/Admissions-Policy.pdf](http://www.york.ac.uk/media/study/admissions/Admissions-Policy.pdf)

### 11.3. Discipline

The University owes a duty of care towards its students and staff. We strive towards a community in which individuals accept their obligations and responsibilities to the whole in order to enable all to live, learn and research in a peaceful and supportive environment. Discipline is important in safeguarding the University community as a whole and promoting well-being, equality and fairness.

Our regulations on discipline can be found at:

[www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-7](http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-7)

## 12. Appeals and complaints

Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to The Director of Student Recruitment and Admissions, Student



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Recruitment and Admissions, University of York, Heslington, York, YO10 5DD; or email: SRA-Director@york.ac.uk.

Further information about the University complaints procedure is available at:

[www.york.ac.uk/about/departments/support-and-admin/sas/complaints](http://www.york.ac.uk/about/departments/support-and-admin/sas/complaints)

The Office of the Independent Adjudicator (OIA, [www.oiahe.org.uk](http://www.oiahe.org.uk)) is an independent body which provides a scheme which reviews student complaints against HE providers. If you are not satisfied with the outcome of a complaint to the University, you can contact the OIA. Note that the remit of the OIA does not include complaints about admissions issues.

### 13. General

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.

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.

The University's contract with its applicants or students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.