the offer. You must register with the University in accordance with any instructions provided to you by it no later than the Friday of week 3 of your first Term. If you do not do so, you will not be permitted to register with the University and these Terms and Conditions will terminate.

- 2.3. On registration you will become a Student Member of the University.
- 2.4. You may not be permitted to register with the University if:
  - a. you do not show your identification documents in person to the University and/ or you do not have the correct visa documentation;
  - b. you have provided incorrect or misleading information in a document relating to the application or in any other document;
  - c. you do not have the right to study in the United Kingdom;
  - d. you have a relevant criminal conviction contrary to the University's Criminal Convictions Disclosure Policy;
  - e. you do not have Disclosure and Barring Service clearance, where this is required for your Programme;
  - f. you do not pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees as required by the Fees Policy;
  - g. you have an unpaid and outstanding debt to the University; or
  - h. you do not meet the conditions set out in your offer letter.

#### 3. Cancellation

- 3.1. You have the right to cancel these Terms and Conditions within 14 days after the day on which you accepted the offer of a place at the University. You do not have to give us a reason for the cancellation.
- 3.2. To cancel the Terms and Conditions you can follow the instructions provided to you by UCAS. You can use our cancellation form, but you do not have to do so, which should be sent to the Director of Global Recruitment and Admissions.
- 3.3. If your Programme commences within the 14 day period referred to above, you no longer have the right to cancel and must terminate the Terms and Conditions in accordance with clause 10 below.
- 3.4. If you or anyone on your behalf has made a payment to us and you subsequently cancel these Terms and Conditions, we will reimburse such payment to the W\*nB1 p50088dd musch payment payment to the W\*nB1 p50088dd musch payment p

### 6. Fees

- 6.1. The University charges tuition fees for its programmes ("the Tuition Fees"). The amount of your Tuition Fee is set out in your offer letter.
- 6.2. You agree to be bound by the University's Fees Policy and to ensure that your Tuition Fees are paid in accordance with it.
- 6.3. If you do not pay the Tuition Fees in accordance with the Fees Policy the University reserves the right to withhold your results.
- 6.4. You may be required to pay a non-refundable deposit for your place on the International Foundation Programme. The amount of your deposit is set out in your offer letter. For further details relating to deposits, please refer to the Fees Policy and the International Foundation Programme Deposit Scheme.
- 6.5. There may be additional costs relating to your Programme ("Additional Costs") which you agree to pay to the University or to a relevant third party. Additional Costs may include field trips, theatre and museum visits, compulsory texts, materials, specialist clothing and printing costs. Details of Additional Costs for your Programme, including those attached to compulsory modules, are set out in your Programme Specification. Whilst the University makes reasonable efforts to ensure the information regarding Additional Costs in the Programme Specification is correct, from time to time further or different Additional Costs are incurred by the University in order to maximise the educational opportunities for its students.

## 7. Our obligations to you

- 7.1. The University will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:
  - a. The library and/ or suitable learning resources, including online learning resources;
  - b. IT infrastructure, including a University email account;
  - c. Pastoral support; and
  - d. Careers, employability and placement advice and support.
- 7.2. The University will have in place appropriate regulations and policies, including the Student Regulations, to govern your Programme and your time as a student of the University, which it will make available to you and operate fairly and reasonably.

#### 8. Your obligations to the University

- 8.1. You understand that following registration you are a student member of the University community and agree that as such you will behave respectfully to all other members of our community.
- 8.2. You agree that you will familiarise yourself with and adhere to the Student Regulations and other regulations and policies that are brought to your attention.

- 8.3. You agree that you will participate reasonably in University procedures, including those contained within the Student Regulations and, if a sanction is awarded against you, including but not limited to a fine, you will comply with it.
- 8.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with the University because of extenuating circumstances.
- 8.5. You will use your University email account or the relevant University virtual learning environment for all communications with the University. You understand that the University will use your University email account to formally communicate with you following registration (unless the University agrees otherwise). As such it is the University's expectation that you will check your University email account daily during term time and no less than weekly at all other times.

8.6.

### **10. Termination**

- 10.1. By you: You may withdraw from the University and terminate your registration and these Terms and Conditions at any time.
  - a. To withdraw from the University before Registration you must give notice, in writing, to the Director of Global Recruitment and Admissions. Notice takes effect on receipt.
  - b. To withdraw from the University after Registration you must give notice, in writing to the relevant Student Support Coordinator in your Support Centre. Notice takes effect on receipt.
- 10.2. By the University: The University may withdraw your offer or terminate your registration and these Terms and Conditions, and withdraw you from the University if:
  - a. You do not pay the Tuition Fees;
  - b. You have failed to meet the conditions of the offer made to you;
  - c. You have provided false, incomplete, inaccurate or misleading information in your application to the University or at any other time;
  - d. You do not complete your registration with the University at the beginning of each year of your Programme;
  - e. A decision is made that you may not continue as a student of the University in accordance with the procedures detailed in the Student Regulations;
  - f. You do not meet your obligations under a Tier 4/ Student Route visa or you no longer have permission to study in the United Kingdom;
  - g. You fail to meet the University's award requirements;
  - h. You are unable to fulfil any requirement of your Programme Specification, including obtaining and/ or maintaining membership of specified organisations;

- 10.5. On termination of your registration and these Terms and Conditions you are required to pay any outstanding Tuition Fees immediately, in accordance with the Fees Policy, along with any other debt owed to the University.
- 10.6. On termination of your registration and these Terms and Conditions you are required to return to the University your campus card and all other University property.

### **11. Changes to these Terms and Conditions**

- 11.1. If you wish to request a change to these Terms and Conditions you must contact the University as follows and, following discussion with you, it will confirm whether this change is possible:
  - a. change to a different Programme, contact the Support Centre;
  - b. defer your first registration, contact Admissions;
  - c. suspend your studies, contact the Support Centre; or
  - d. change from full time to part time study, or from part time study to full time study, contact the Support Centre.

11.6. If you do not agree to the University making this change, you may raise a complaint in accordance with clause 9. You may also decide to withdraw from your Programme, in which case you must give notice in writing in accordance with clause 10.

# 12. Suspension

- 12.1. The University may suspend your registration in accordance with the Student Regulations. Suspension by the University will be:
  - a. To enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the University, you cannot attend the University whilst the investigation is carried out;
  - b. A sanction following the procedures set out in the Student Regulations; or
  - c. Because in the reasonable opinion of the University, it will be detrimental to the health, safety or welfare of you or others for you to attend the University.
- 12.2. You have the right to appeal a suspension under the preceding clause in accordance with the Student Regulations.

## 13. Limits on the University's liability to you

- 13.1. This clause sets out and limits the legal liability of the University or its officers, employees or agents to you. The University is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.
- 13.2. Nothing in this clause limits liability arising from:
  - a. Death or personal injury caused by the negligence of the University or its officers, employees or agents; or
  - b. Fraud or fraudulent misrepresentation.
- 13.3. The University and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:
  - a. Damage to, theft and/ or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of the University or its officers, employees or agents;
  - b. Non-return of work submitted for assessment;
  - c. Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the Student Regulations or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
  - d. Death or personal injury that is not caused by the negligence of the University or its officers, employees or agents;
  - e. Changes to the law that require a change of these Terms and Conditions; and

- f. Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 13.4. Except for those circumstances described in clause 13.2, any liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of that particular loss.
- 13.5. Further, the University will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the University's control which could not have been foreseen or prevented even if the University had taken reasonable care. Matters outside the University's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the University will use all reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change part or all of your Programme and its obligations set out in these Terms and Conditions.

## 14. Data Protection

- 14.1. The University will collect, hold and process data relating to you ("personal data") in order to meet its obligations to you under these Terms and Conditions and for the purposes stated in its Fair Processing Notice, which can be found at:. <u>https://www.reading.ac.uk/essentials/The-Important-Stuff/Values-and-Behaviours/Data-protection</u>
- 14.2. The University's Data Protection Policy (<u>www.reading.ac.uk/web/FILES/imps/Data-Protection-Policy-CURRENT.pdf</u>) and Data Protection Guidelines set out guidance for University staff, students and others who process personal data on behalf of the University to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies).

## **15. Intellectual Property**

15.1. In these Terms and Conditions "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including knowdatabi3388 0.75)

- a. you are working on a project or otherwise funded by a third party and the terms of the contract and/ or grant between the University and the third party require the assignment of Intellectual Property Rights;
- b. Intellectual Property Rights are generated as a result of working in collaboration with other students or University staff;
- c. a member of University staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/ or the University;
- d. you have received significant financial support or material contribution from the University (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
- e. you are undertaking a wholly or partly sponsored project or placement;
- f. your module has as a primary or substantial purpose the creation of Intellectual Property Rights; or
- g. other exceptional circumstances such as being offered the opportunity to take part in a University sponsored event.
- 15.3. In the circumstances set out in 15.2 above, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between you and the University will be required. You will be required to complete a written assignment agreement and abide by the terms and procedures set out in the University's Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.
- 15.4. You agree to grant the University a continuing, royalty free, irrevocable, transferable and non-exclusive worldwide licence to use your Student IP, including the right to sub-licence, for the purposes of teaching, research, internal administration and other non-commercial use.
- 15.5. Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.
- 15.6. The provisions of this clause and any related agreement governing the ownership and exploitation of your Student IP will (unless spec2 reW\*nBT1Pu000[n o)4(f yo)5(6)) agreement governing

- 16.4. Failure or delay by you or the University to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that provision.
- 16.5. Notices
  - a. Any notice given under these Terms and Conditions will be in writing.
  - b. The University will send any notice to you either to your term-time address/ home address and/ or by email to your University email address. You must keep your details up to date on RISIS
  - You must send any notices either by post (to University of Reading, Whiteknights, PO Box 217, Reading RG6 6AH) or by email, marked for the attention of:

Title:	Email:
The Director of Global Recruitment and Admissions	j.h.ackroyd@reading.ac.uk

- 16.6. In the event of inconsistencies between the Terms and Conditions and any other contract information provided to you, the Terms and Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail.
- 16.7. These Terms and Conditions are governed by the law of England and Wales and you and the University agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts.

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