

Pre-Sessional Courses

Terms & Conditions and Cancellation Policy

1. DEFINITIONS

For the purposes of this document, the following definitions shall apply:

- 1.1. “We” or “us” shall mean International Programmes, at University of Kent, whose principal office is at: Chipperfield Extension, University of Kent, Canterbury, Kent, CT2 7PE, United Kingdom.
- 1.2. “University” shall mean The University of Kent.
- 1.3. “You” or “your” refers to you the individual as named on the Course.
- 1.4. “Course” shall mean the programme of learning.

2. PAYMENT

- 2.1. The fee for the Course is as stated on the International Programmes website.
- 2.2. Payment will be made in accordance with the dates and instructions as stated on the University’s Online Store - <https://store.kent.ac.uk/short-courses/professional-studies>
- 2.3. If you are a Sponsored student you will need to provide a financial support letter from your sponsor, stating your name, the course dates and the amount awarded to you. You will need to upload this document with your application. **It is your responsibility to inform us of any Purchase Order, Reference Number or Statement of Agreement required by your Sponsor prior to us issuing the invoice.**
- 2.4. Foreign payment transaction times and conversion rates need to be considered, if applicable, to ensure funds are received in full and within the specified time.
- 2.5. Full payment must be received by the University no later than the Course application deadline, as outlined in the Pre-sessional web page.
- 2.6. Your payment is marked as paid when we receive it in cleared funds. Payment by you shall be made without deduction or set-off.
- 2.7. Failure to make the required payment by the agreed deadline could result in a withdrawal of the Course by us or withheld results.
- 2.8. Accommodation will need to be arranged separately with Accommodation Services. The accommodation fees are arranged directly with Accommodation Services, and International Programmes is not liable for any charges herein. For further information, please see Terms and Conditions [link] for Accommodation.

3. CANCELLATION

- 3.1. You must give notice in writing to us that you no longer wish to attend any Pre-sessional course by email to the Pre-sessional mailbox (globallearning@kent.ac.uk)

as soon as you know that you will not be attending the course, and prior to travelling to the UK.

- 3.2. The above cancellation provisions may also apply if you are required to obtain a visa in order to attend a Course and fail to do so, or are unsuccessful in your visa application. **If your visa has been refused, please also ensure that you forward your visa refusal letter to us as soon as you receive it.**
- 3.3. Should a Course have to be cancelled by us due to very low enrolment or last-minute unforeseen circumstances, you will be contacted promptly, and an alternative Course will be offered to you if there is one available.
- 3.4. We cannot be held responsible for any cancellation or any associated losses resulting from Acts of God, Acts of Government, employment, or student action outside of our control, or any other circumstances beyond our reasonable control necessitating the closure of our location. In the event that any such circumstances result in the cancellation of a Course, we shall use reasonable endeavors to give you notice of such cancellation.
- 3.5. If a Course is cancelled under paragraph 3.4 or 3.5 and no suitable alternative can be offered to you, we shall refund any fees paid by you.
- 3.6. Subject to clause 8.1 and 8.2, we hold the right to use our discretion to either retain Course fees or return any fees already paid minus an administration charge of £250, but there will be no further liability for us.

4. OTHER EXPENSES

- 4.1. Additional fees may be charged for additional services. Examples of additional fees may include extra nights of accommodation, social activities, and extended access to the University's facilities.
- 4.2. All students are responsible for their personal and travelling expenses. No financial assistance from the University will be provided. **Please note: The University is now a cashless campus which means it no longer accepts cash transactions.**

5. OUR OBLIGATIONS DURING THE COURSE

- 5.1. The content and objectives of Courses are as described on the International Programmes webpages - <https://www.kent.ac.uk/international-programmes/pre-sessional-courses>
- 5.2. For the duration of the Course, we will prepare the Course materials and deliver the Course with reasonable care and skill.
- 5.3. The University will provide tutors, presenters, speakers and the like who are suitably qualified and experienced in the subject matter of the Course. The University will also ensure that the content of the Course is appropriate for the Course objectives. It is your responsibility to ensure that the content and objectives of the Course are appropriate to your requirements.

- 5.4.** The University reserves the right to make reasonable changes to the Course, including the content, timing, venue, and presenters, without changing its general nature at any time, even if the Course has already started.
- 5.5.** We reserve the right to alter details of any Course content if this is required to reflect advances in the field, changes in the law or regulatory requirements, and in the event illness or emergency prevents our designated tutor for your Course from teaching. In circumstances where the designated tutor for your Course is prevented from teaching, we will endeavour to provide an equivalent substitute or, if no such substitute is available, we may cancel the Course and refund the fees you have paid in relation to that Course.

6. YOUR RIGHTS DURING THE COURSE

- 6.1.** You are authorised to:
- 6.1.1.** use the Course materials for the duration and the purpose of the Course, or as otherwise specified by us, provided that you comply with any reasonable regulations regarding your use of the Course materials, as set out in 7.1.9, 7.1.10; and
 - 6.1.2.** if applicable, you may enter the location and make use of the communal areas, facilities and the study areas which we designate for your use in connection with the Course.

7. YOUR OBLIGATIONS

- 7.1.** You agree to do the following:
- 7.1.1.** ensure that you meet the language or qualification requirements applicable to the Course;
 - 7.1.2.** ensure you have access to the recommended computing and software specifications and/or equipment and have a reasonable amount of Digital Literacy and knowledge of using MS Teams and other software alike;
 - 7.1.3.** attend and engage in classes/virtual classes and ensure you follow and adhere to the deadlines and submission procedures, as set out in the Course Handbook and ensure that we are made aware of any issues regarding this, should they arise, at your earliest convenience;
 - 7.1.4.** where applicable, you will pay a reasonable sum for replacement Course material during the Course;
 - 7.1.5.** ensure that, where applicable, you have the correct immigration status and/or visa in place for the duration and take any action required by you to comply with UK immigration laws;
 - 7.1.6.** ensure that you have appropriate travel and/or medical insurance in place for the duration of the Course;
 - 7.1.7.** where applicable, you must provide original passport, visa documents or any other relevant original documents, showing evidence of your entitlement to

study and the length of your permission to stay in the UK (if on campus course). We will make and keep copies of these documents, as required by law for all delegates who require any type of visa to reside and study in the UK;

- 7.1.8. if accommodation is required, ensure that you conform to the University's separate accommodation terms and conditions;
 - 7.1.9. ensure you adhere to the University of Kent's Student Code of Conduct, Student Discipline Procedure, and the Student Charter <https://www.kent.ac.uk/guides/student-conduct>; and
 - 7.1.10. ensure that you familiarise yourself with the University of Kent's policies and procedures applicable to the provision of the Course. This includes academic regulations, policies relating to health and safety, freedom of speech, dignity, and privacy policies. All of which can be found on the University of Kent website <https://www.kent.ac.uk/regulations/>.
- 7.2. We recommend that you do not to work or study another course/programme while studying the Course as this can have a detrimental impact on the outcome/successful completion of the course.

8. WHAT HAPPENS IF YOU DO NOT COMPLY WITH YOUR OBLIGATIONS?

- 8.1. We may terminate this contract immediately by serving written or verbal notice of withdrawal. If applicable, you must immediately seek to leave the location and remove any possessions from the location but without prejudice to any right or remedy of us if:
 - 8.1.1. any fee is unpaid by the date it becomes payable;
 - 8.1.2. you breach any of the terms in the Pre-Sessional Terms and Conditions and/or the University's Terms and Conditions.
- 8.2. If, in our reasonable opinion, your presence is an impediment to the provision of any of our services or brings us (and/or the University of Kent) into disrepute, we may exclude you from all or part of the Course.
- 8.3. Subject to clause 8.1 and 8.2, we hold the right to use our discretion to either retain Course fees or return any fees already paid minus an administration charge of £250, but there will be no further liability for us.

9. WITHDRAWALS

- 9.1. Students wishing to withdraw from a Pre-sessional Course part way through will need to apply for a refund for the remainder of the course; however, refunds may not be awarded and are subject to an administration fee of £250. Notification of your withdrawal during the Course must be sent to us in writing to the Pre-sessional mailbox (globallearning@kent.ac.uk).
- 9.2. We reserve the right to withdraw a student if we feel that there is reasonable grounds to do so, as outlined in Section 8.

- 9.3.** If a withdrawal is made under clause 9.1 or 9.2, we reserve the right to withhold any fees already paid dependant on the length of time already spent on the Course, and issue an administration charge of £250.

10. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 10.1.** The copyright and other intellectual property rights in relation to Course materials remain the sole and exclusive property of the University (or, in some cases, the commissioning client). In attending the Course, you agree that you will not copy, or permit to be copied, any of the Course materials, nor disclose or permit the disclosure, sell, or otherwise pass on those materials to others, unless agreed otherwise in writing with International Programmes at University of Kent, other than for your personal use as part of the Course.
- 10.2.** Work prepared and submitted for assessment by you during the Course is assigned to and controlled by the us and the University, except where specifically agreed otherwise in writing.
- 10.3.** We may use digital media in our Courses, in the form of photos and videos, for future marketing campaigns and to capture student experience which will be used for ongoing learning purposes. Such recordings may also be viewed by an external body, BALEAP, when reaccreditation is due.

11. DATA PROTECTION

- 11.1.** All personal information obtained by the University will be used to provide services and facilities to enable us to deliver the Course. It is necessary for you to notify us of any changes or errors.
- 11.2.** The University will share the information internally as appropriate to facilitate the Course. The University may also pass this information, if legally required, to other outside organisations including the police, government, and other institutions in order to prevent or detect fraud.
- 11.3.** Your information and feedback may also be used by us to undertake research or to plan or improve our services. In addition, the University may advise you of other study opportunities and services provided by us and partner organisations. If you do not wish to receive this information, please contact globallearning@kent.ac.uk.
- 11.4.** All personal data collected will be dealt with in accordance with the University's privacy policy available here: <https://media.www.kent.ac.uk/se/10509/IC01DataProtectionPolicy.pdf>.

12. DISABILITY AND REASONABLE ADJUSTMENTS

- 12.1.** The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of any disability early in the application stages will enable us to discuss support needs more effectively.

12.2. All provisions are conditional upon the University being able to implement the specific adjustments reasonably required.

13. OUR LIABILITY TO YOU

13.1. We do not exclude, or limit in any way, our liability for:

13.1.1. death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; or

13.1.2. fraud or fraudulent misrepresentation.

13.2. In the event that we breach these terms and conditions, we shall only be liable for losses that are caused directly by our breach and that are a reasonably foreseeable consequence of such breach. We shall in no way be liable whether in contract, tort (including negligence) or for breach of statutory duty, or any other way for any other types of losses (except in the circumstances listed in clause 13.1).

13.3. Subject to clause 13.2, our maximum liability to you, whether in contract, tort (including negligence) or for breach of statutory duty, shall in no event exceed the fee paid or payable for the Course.

13.4. We cannot guarantee any specific results or outcomes of the Course, or any assessment related to the Course.

13.5. Completion of any Pre-Sessional Course does not guarantee automatic progression: you must meet the required exit level in your final assessments on the Pre-sessional. This level is set by the academic school that provides the degree you wish to progress to.

13.6. The conditions, warranties and terms set out in this contract are the only ones which will apply to the relationship between both parties. Any conditions, warranties or other terms not set out in this contract, which might otherwise apply (due to statute or common law), are excluded from this contract so far as we are permitted to do so by law.

13.7. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to delegates' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

14. GENERAL

14.1. 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.

By signing below, I hereby agree to the above Terms & Conditions and Cancellation Policy.

Name:

Signature:

Date:

Kent Student Number: