University of Reading

TERMS AND CONDITIONS FOR PRE-SESSIONAL ENGLISH PROGRAMME STUDENTS

2027/28

1. Introduction

1.1. This document governs the relationship between you and the University of Reading ("the University"), and sets out the contract terms between us ("the Terms and Conditions").

1.2. The University is an independent corporation with charitable status established by Royal Charter with number RC000665 and its registered office is at Whiteknights, PO Box 217, Reading RG6 6AH.

1.3. These Terms and Conditions apply following your acceptance of an offer of a place at the University.

1.4. In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:

a. Your Offer Letter;

b. Deposit Terms and Conditions;

c. The Fees Policy; and

d. The Programme Specification for your Programme.

1.5. During your time studying at the University, you may live in University accommodation. The terms concerning that accommodation will be set out in a separate agreement between you and the University.

1.6. You also agree to observe the Student Regulations in accordance with clause 4 of these Terms and Conditions.

2. Offers and registration

2.1. You can accept an offer of a place made by the University by following the steps set out in your offer letter.

2.2. On acceptance of an offer and compliance with any conditions set out in the offer, you will be entitled to register with the University for the length of your programme. You must register with the University in accordance with any instructions provided to you no later

than two days following the start of your programme. 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 are planning to study in person and do not show your identification documents in person to the University;

b. you are planning to study remotely and do not provide scanned versions of your identification documents (if requested) to the University;

c. you do not have the correct visa documentation (if applicable);

d. you have provided incorrect or misleading information in a document relating to the application or in any other document;

e. you are planning to study in person but you do not have the right to study in the United Kingdom;

f. you have a relevant criminal conviction contrary to the University's Criminal Convictions Disclosure Policy;

g. you do not have Disclosure and Barring Service clearance, where this is required for your Programme;

h. you do not pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees as required by the Fees Policy;

i. you have an unpaid and outstanding debt to the University; or

j. 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 please give notice to the PSE Admissions Officer at psadmissions@enquiries.reading.ac.uk.

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 person who has made payment in accordance with our Fees Policy.

3.5. You may terminate this contract after the expiry of the 14 day period referred to above, but you must do so in accordance with clause 10 of these Terms and Conditions.

4. The Student Regulations

4.1. You agree that you will observe the Student Regulations.

4.2. The "**Student Regulations**" are the University's policies and procedures listed in Ordinance C8: Regulations for Student Conduct; Student Complaints Procedure; Discipline (including academic misconduct); Attendance (including academic engagement); Ill health (including fitness to study); Fitness to practise; Suspension of Students; Review of examination results and from the Assessment Handbook: section 9, Academic Integrity and Academic Misconduct; section 15, Progression; section 16, Awards; and (as applicable to your Programme) sections 17-25, Awards; and the Rules for the Use of the University Library, and the IT Regulations.

4.3. The Student Regulations contain important information about the expectations that the University has of you as a student and the relevant procedures and processes to be followed. These include the standards of behaviour expected (including how the University deals with academic misconduct), engagement with your studies and attendance at University, what happens if you are unwell and how your studies may be suspended. They also set out how your programme and examinations (including assignments) will be assessed. The Student Regulations set out how you can raise complaints and concerns to the University, including how to challenge examination results.

4.4. The Student Regulations can be found on the University of Reading Student Policies and Procedures webpage.

4.5. The University reserves the right to make reasonable changes to the Student Regulations. In addition to the reasons set out in clause 11.3, the reasons for such changes include but are not limited to ensuring that the Student Regulations are fit for purpose, to incorporate sector guidance or good practice and to incorporate student feedback. These changes will normally come into effect at the start of an academic year. If you have any concerns about the rationale or effect of any change to the Student Regulations, please contact the Director of Student Services.

5. Your Programme (sometimes also referred to as your Course)

5.1. Following your registration, the University will, subject to these Terms and Conditions, provide you with a place on the programme set out in your offer letter ("the Programme").

5.2. Your Programme will be taught primarily through a mixture of lectures, tutorials, computer classes, supervised project work and group work, depending on the modules you choose. Elements of your Programme will be delivered via digital technology.

5.3. The University will make reasonable efforts to deliver your Programme in accordance with any relevant Programme Specification and as described in the relevant printed prospectus or online course directory for the academic year.

5.4. The University will provide you with tuition and other teaching and learning support associated with your Programme with reasonable care and skill and shall further use

reasonable endeavours to provide you with accurate and timely feedback on your academic work.

5.5. The University will examine you in accordance with its Ordinances and the relevant Student Regulations.

5.6. Provided that you have registered for and pursued your Programme, paid the Tuition Fees, fulfilled the criteria for qualification set out in the Programme Specification and the Student Regulations and otherwise complied with the Student Regulations, the University will provide a copy of your results in pdf form and, if requested, a TEEP certificate.

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 Pre Sessional English 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.

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, exceptionally further or different Additional Costs will be payable by you to the University in order to maximise your educational opportunities.

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. Digital technology 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 exceptional 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 semesters and no less than weekly at all other times.

8.6. You will take reasonable care of the health and safety of yourself and others within the University community and will co-operate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.

8.7. You agree that you will disclose details of any relevant criminal conviction received during your time at the University that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with the University.

8.8. You agree that you will keep the contact information provided to the University up to date and inform the University promptly of any changes to this. You will also, where applicable, inform the University immediately of any changes to your immigration status.

9. Complaints

9.1. The University has in place policies setting out how complaints may be made against it.

9.2. If you are an applicant to the University, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the Admissions Appeals and Complaints Policy.

9.3. Following registration, you may raise a complaint about your Programme or any other aspect of the University's service in accordance with the Student Complaints Procedure.

9.4. If your complaint cannot be resolved in the manner set out in clauses 9.2 and 9.3 above, it may be possible to apply for an external review of the complaint by the Office of the

Independent Adjudicator for Higher Education (OIA), (providing you are a registered student).

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 Future Services. Notice takes effect on receipt.

b. To withdraw from the University after Registration you must give notice, in writing, to globalacademy@enquiries.co.uk. 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 by the deadline (which is two days after the course start date)

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 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;

i. You do not comply with our Applicant Behaviour Policy;

j. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or

k. You materially breach these Terms and Conditions.

10.3. You understand that the University may monitor your attendance at the University. If you are an international student and you do not attend or otherwise meet the obligations of your visa the University will withdraw your Student Route sponsorship, which will result in the termination of these Terms and Conditions.

10.4. On termination of your registration in accordance with this clause 10 you will be liable for the Tuition Fees for the number of weeks of your Programme you have attended, plus one week's notice. If you have already paid more of your Tuition Fees than required, the University will reimburse the proportion of the Tuition Fees to you or the organisation or person who has made the payment.

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, post registration, contact the Global Academy Support Centre; or

b. suspend your studies/change to a different Programme, before registration, contact the Global Academy Support Centre.

11.2. No changes requested by you will be binding on you or the University unless they are agreed in writing by the University.

11.3. The University will not discontinue your Programme following your registration on it, but it may make reasonable changes to your Programme, these Terms and Conditions or its other obligations to you where necessary either before or after you have registered with the University. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and the University will take all reasonable steps to mitigate any negative impact on you as a result of these changes. Reasons for making changes include, but are not limited to:

a. to make updates to reflect best practice and academic developments for the benefit of students;

b. to improve the Programme and your experience of it;

c. to meet the requirements of external or accrediting bodies;

d. as a result of staff changes within the University;

e. changes to the law; or

f. as a result of national or local government instruction or guidance or public health guidance.

11.4. If you have deferred entry, suspended your studies the University may make changes to your Programme. Exceptionally this may involve discontinuing your Programme and in those circumstances the University will make reasonable efforts to allow you to complete your Programme, for example we may try to:

a. identify alternative staff who could continue to teach the core programme modules;

b. reduce the number of optional modules to focus on providing the core modules required to complete the course;

c. identify alternative modules which could be merged with or replace modules on the programme to complete the course;

d. identify alternative modules which could replace the modules on the programme to complete the course; or

e. identify an alternative programme which is similar in content, design, subject area, award or outputs for you to transfer to.

11.5. 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. 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 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 make all reasonable efforts to minimise any disruption, for example by identifying alternative staff to teach affected sessions/modules, arranging alternative field trips or practical study opportunities, and identifying alternative methods to teach tutorials, seminars and lectures where required, 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.

14.2. The University's Data Protection Policy 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 responsibilities.

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 know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and

including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

15.2. All Intellectual Property Rights developed by you during the course of your studies at the University shall remain your property ("Student IP"), subject to the below exceptions, and/or unless otherwise agreed with you:

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 specifically agreed otherwise) continue in full effect after the expiry or termination of these Terms and Conditions.

16. Other important terms

16.1. These Terms and Conditions are personal to you and you may not transfer them or your rights under these them to anyone else.

16.2. These Terms and Conditions are between you and the University and no-one else has any rights under them.

16.3. Each of the paragraphs of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.

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 address during semesters/home address and/or by email to your University email address. You must keep your details up to date on RISIS.

c. 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:**
Director of Future Students	s.n.minney@reading.ac.uk

16.6. 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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