Terms and Conditions for Postgraduate students 2013/14

University, the University shall use its reasonable endeavours to assist the student.

Once the student has commenced the first term of study, if:

- (a) the University's ability to deliver courses or other services in accordance with the descriptions provided is compromised by circumstances beyond the control of the University (eg third party industrial action), the University will use all reasonable endeavours to minimise disruption as far as it is practical to do so
- (b) the course is cancelled or substantially varied from that described in the prospectus for reasons other than circumstances beyond the University's reasonable control, the University will use reasonable endeavours to provide a suitable replacement course, but cannot guarantee to do so. If the student does not wish to accept the replacement course, the student shall be entitled to withdraw from the course. In the event of such withdrawal, the University shall make an appropriate refund of fees. Depending on the point at which the withdrawal takes place, the University reserves the right to retain fees or charges to cover the tuition or services that the student has actually received.

Where a degree course is offered that includes an integrated placement period all students are expected to undertake, the University will use all reasonable endeavours to provide each student in good standing with the opportunity to apply for and secure a suitable placement. However, it is normal for placement providers to select successful placement applicants, and the final onus remains on the student to secure his/her acceptance by a provider. A student who is unsuccessful in securing a placement in this

The same regulations also require us to clarify that the services with which we will provide you, should you accept an offer from us, are as set out in the sections of this prospectus that detail the content and duration of our academic courses (subject to the caveats above regarding withdrawal or variation of courses and modules).

## **Facilities and services**

The University endeavours to provide the best-possible equipment and facilities for all courses and modules, and provides a wide range of support services (for example library services, media services, computing facilities, student services, and trading services, eg catering, sports, residential).

The University endeavours to ensure that the facilities, services and equipment provided for the purpose of courses and modules are of a proper standard. Such facilities, services and equipment may, however, be provided by third parties and not by the University (for example the health centre or foreign universities). Although the University will endeavour to ensure that proper facilities and equipment are provided for the course or module, to be delivered to a reasonable standard, it can accept no responsibility for the nature of, and reserves the right to withdraw or change, facilities, equipment or services.

The provision of a facility or service may be subject to an additional charge (ie separate from fees). Where this is the case, the University will make this clear in advance. If a student contracts voluntarily to receive an extra facility or service (including accommodation) from the University, but subsequently fails to pay all or part of the agreed charge, the University maintains the right to withdraw the service and to recoup the outstanding charge.

## **Force Majeure**

Neither you nor the University shall be liable for any delay in performing or non-performance of any of your or its obligations, other than an obligation to make a payment, if caused by circumstances beyond your or its reasonable control including, without limitation, any of the following: earthquake, flood, storm, act of God, or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, strikes, telecommunications failure, boycott, interruption of services rendered by any public utility, or interference from any local, national or supranational government agency or official.

The above limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.

## Students' property

While the University takes all reasonable precautions to ensure the safety and security of students on the University campus or occupying University-managed accommodation, the University cannot accept responsibility, and

Returning students: fees are due for each full term (part of term is charged at the full-term rate) of attendance. Any overpayment is refunded subject to the