

TERMS & CONDITIONS PRE-SESSIONAL COURSES 2024

This agreement sets out the terms and conditions between the University Centre for Academic English ("**UCAE**") and you (the student) on Pre-sessional courses commencing in the 2024-2025 academic year.

These terms and conditions are supplemental to the "*Student terms and conditions*" (see <u>Student Terms and</u> <u>Conditions 2024-2025</u>). Where there is a conflict between these terms and conditions and the Student terms and conditions, these conditions shall prevail.

It is very important that you review these terms and conditions, and the documents detailed within them, carefully before making an application to, or making a booking with, The University of Manchester (the "University").

Definitions

"Pre-sessional Course" means a pre-sessional course of study undertaken at the UCAE (whether 10, 6 or 4 weeks).

"Working days" means the University working week of Monday to Friday (inclusive) and excludes public holidays in the UK.

1. Application and Admission Process

- 1.1. Each Pre-sessional Course has its own deadline by which applications/bookings (as applicable) must be made. For a full breakdown of the relevant deadlines, see the <u>Dates & Fees</u> section of the UCAE website.
- 1.2. Normally, only applications/bookings made through the student portal or the online application form by the relevant deadline will be considered.
- 1.3. A Certificate of Acceptance to Study (CAS) for a Pre-sessional Course can only be issued on receipt of the full Presessional Course fee or certified letter of sponsorship guaranteeing payment for a Pre-sessional course for the period indicated on the application form.
- 1.4. You must be 18 years old or over on commencement of your Pre-sessional course.

2. Visas and Immigration

- 2.1. Your visa to study with us is based on the start and end dates for your course and your full-time student status. We are obligated to notify the UKVI of any changes of circumstances, such as late arrival, early departure, failure to meet the attendance requirements of the course, or you taking a break in your studies; as these changes may affect your visa status, you should seek advice from the <u>Student Immigration Team</u>.
- 2.2. If you are already in the UK with a Short Term Study visa during a calendar year, and you wish to go on to study on a Pre-sessional Course in the summer of that year, you will be required to return to your home country to apply for a Student route visa before starting your Pre-sessional Course.
- 2.3. UK Visa requirements do not permit student visa holders to study online from within the UK. If you require a visa to study in the UK, and opt to study your Pre-sessional online, you must study your online Pre-sessional course from outside the UK. If you choose to travel to the UK during your online Pre-sessional course you will be withdrawn from the course to meet UKVI regulations.
- 2.4. For further information on visa requirements you can contact our <u>Student Immigration Team</u> or visit the <u>UKVI</u> <u>website</u>.

3. Fees and Payment

- 3.1. The <u>Pre-sessional Course fee</u> must be paid by 17:00 (UK time) on the deadline date given by the Admissions Team. Applicants who have not paid the full Pre-sessional Course fee by the required deadline date may have their place withdrawn and therefore may not be able to join the Course.
- 3.2. If your place on the Pre-sessional Course is sponsored, you must provide:
 - 3.2.1. a certified letter of sponsorship for the **full duration of the Pre-sessional Course** by the deadline date given by the Admissions team. This needs to be uploaded to My Manchester. Applicants who have not provided a certified letter of sponsorship by the deadline date given by the Admissions team may have their place withdrawn and therefore may not be able to join the Course; and
 - 3.2.2. a copy of your Financial Guarantee no later than 5 working days after the Course start date. Failure to provide the Financial Guarantee within the first 5 days of the Course start date will result in you being required to pay the Course fee in full by the end of the 5th day. Failure to provide a Financial Guarantee or pay the full Course fee within the deadline may also result in exclusion from the course and your visa being cancelled.
- 3.3. Pre-sessional Course fees will not be refunded in any circumstances, save as set out at section 4.
- 3.4. All bank charges incurred in the payment of fees by bank transfer must be paid by the transferees.
- 3.5. UCAE reserves the right to refuse entry onto the Pre-sessional Course should you not arrive on the specified course start date.
- 3.6. Tuition fees will not be refunded if you arrive later than the Pre-sessional Course start date indicated on your offer letter.

4. Cancellation and Transfer Requests

- 4.1. You may cancel this agreement by notifying us in writing, within 14 days of your application/booking ("the Cancellation Period"), of your wish to do so. You must send your notification to us before the Cancellation Period has ended. You may send an e-mail to the named contact for your UCAE Course entitled Cancellation, providing your University student number and your full name. This right to cancel does not apply if the agreement between us was made in person (i.e. during a face-to-face meeting).
- 4.2. Provided you comply with the above requirements within the Cancellation Period, you will be entitled to a refund of any deposit/fees that you have paid to the University prior to your decision to cancel. We will refund any sums due to you using the same payment method as you used to pay any deposit/fees.
- 4.3. Where written confirmation of cancellation is received by UCAE after the expiry of the Cancellation Period and/or more than 20 working days before the Pre-sessional Course start date, any sums paid by you in respect of the Pre-sessional Course fee will be refunded and subject to an administration fee of £240.
- 4.4. Where written confirmation of cancellation is received by UCAE after the expiry of the Cancellation Period and/or fewer than 20 working days before the Pre-sessional Course start date, any sums paid by you in respect of the Pre-sessional Course fee will only be refunded in exceptional circumstances (with supporting documentary evidence) and subject to an administration fee of £240.
- 4.5. In the event that you wish to transfer to another University programme, Course fees (less an administration fee of £240) may be transferred to the balance of a new undergraduate or postgraduate course within the University, providing the new course starts in the same calendar year as the Pre-sessional Course and UCAE receives notification of cancellation in writing at least 20 working days before the published start date of the Pre-sessional Course.
- 4.6. Applications to transfer to a shorter Pre-sessional Course will not be considered after the application/booking deadline date of the Pre-sessional Course to which you originally applied. Should you wish to transfer to a shorter

Pre-sessional Course, you must obtain the permission of the school that administers your undergraduate or postgraduate course to do so. Should the admitting school and UCAE agree to a transfer to a shorter Pre-sessional Course:

- 4.6.1. any credit balance can be transferred to the balance of your new undergraduate or postgraduate degree programme (less an administration fee of £240); and
- 4.6.2. if you have been issued a CAS for your Tier 4 visa, you will need to contact your admitting school to request a revision or a replacement CAS.

5. Changes to your Pre-sessional Course of Study

- 5.1. UCAE will use its reasonable endeavours to deliver the Pre-sessional Course in accordance with published course details and the course handbook. It may however be necessary to make changes to or cancel programmes, including after you have accepted an offer. Please refer to paragraph 5.1 of the university's <u>Student Terms and Conditions</u> for further information.
- 5.2. In the event of any changes to the Pre-sessional Course, UCAE will make every effort to notify you as soon as reasonably practicable to minimise any potential impact. UCAE will (where possible) seek to suggest suitable alternative arrangements, such as an alternative course of study or institution. UCAE will consider reimbursement of tuition fees where we consider it fair to do so.

6. Progression and Conduct

- 6.1. The Pre-sessional course develops students' language skills for academic study at the University of Manchester and is beneficial (and in most cases, necessary) for future degree study. The intensive, collaborative nature of the Pre-sessional course means that students are expected to attend and engage with all scheduled teaching and learning sessions to approach assessments with confidence and be best prepared for their degree programmes. The University monitors the attendance and engagement of all students, and UKVI requires the University to record and monitor the attendance and engagement of students studying on the Student Visa route. Where a student's engagement or attendance is deemed unsatisfactory, in breach of the immigration rules, this may result in the University withdrawing sponsorship and prevent progression onto the degree programme.
- 6.2. Upon completion of the Pre-sessional Course, UCAE will send your Pre-sessional Course results to your admitting school, which will determine whether you have met the offer conditions for your undergraduate or postgraduate course.
- 6.3. Should you fail to meet any other academic conditions specified in your undergraduate or postgraduate course offer whilst you are studying on your Pre-sessional Course, you must notify the Pre-sessional Admissions or other relevant University Admissions team as soon as practically possible.
- 6.4. The University expects all interaction between applicants, representatives of applicants, students and staff to be conducted with courtesy and respect. Further information can be found in our <u>Conduct and Discipline of Students</u> <u>Policy (Regulation XVII)</u>. You should make yourself aware of the University policy concerning fraud, omission and plagiarism, as outlined in our <u>Student Recruitment</u>, <u>Selection and Admissions Policy</u>

7. Accommodation

7.1. Summer residential accommodation can only be booked once Pre-Sessional Course fees are paid in full. Please see our <u>accommodation office website</u> for hall booking conditions.

8. Applicants with a Disability

8.1. We are committed to providing equality of opportunity through the best possible level of support to prospective and current students with a disability. If you have a disability or medical condition, or you require additional support, we encourage you to disclose it in your application/booking form. This information will enable us to contact you to identify what adjustments can be made and what support you require once you arrive.

8.2. Practical support and advice for current students and applicants is available from the Disability Advisory and Support Service (DASS). If you have a disability or medical condition, we strongly advise that you contact DASS at the earliest available opportunity in the application process: dass@manchester.ac.uk.

9. Insurance

- 9.1. You should arrange your own insurance to cover medical treatment, personal risks, damage to and loss/theft of personal property. UCAE is unable to arrange insurance cover.
- 9.2. The University cannot accept liability for any personal belongings lost or stolen during your period of study.
- 9.3. Full details on Healthcare available in the UK and charges can be found on the University <u>website</u>.

10. Data Protection

- 10.1. By entering into this agreement with us and registering at the UCAE, you acknowledge that the University will hold and process your personal data, including your sensitive personal data (special category personal data, for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018 and in accordance with our Registered student Privacy Notice (which is accessible at: https://www.regulations.manchester.ac.uk/non-academic/data-collection-notice/.)
- 10.2. We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with the UKVI, OFS, HESA, the Student Loans Company Ltd, the Skills Funding Agency, local authorities or police) or are otherwise permitted to do so under the Data Protection Regulation and Data Protection Act 2018.
- 10.3. Our Privacy Notice prospective students, applicants and offer-holders (which is accessible at https://www.manchester.ac.uk/study/privacy-notice/) explains how we collect, maintain and use personal data when you make enquiries about studying at the University (including by registering to attend our open days), make an application and if you go on to become an offer holder i.e. the time before you become a registered student. For example, it provides details of what data may be sent to the Higher Education Statistics Agency (HESA), when data may be disclosed to a third party and what information is included on your student record.

11. Complaints

11.1. The University's Applicant <u>Appeals</u> and <u>Complaints</u> procedures have been established to safeguard the interests of prospective students. You are advised to raise concerns firstly with UCAE Admissions Team and to request feedback on your application.

12. General Matters

12.1. For all general policy, procedures and guidance please refer to our <u>Student Terms and Conditions</u> and our <u>Student</u> <u>Recruitment</u>, <u>Selection and Admissions Policy</u>. By accepting a place on the Pre-sessional Course, you are also accepting these terms and conditions.