

TERMS & CONDITIONS

ENGLISH WINTER PROGRAMME

For individual bookings in Winter 2024 / 25

These terms and conditions set out the terms and conditions between the University Centre for Academic English ("UCAE") and you (the student) on our English Winter Programme (the "Course"). By accepting a place on the Course, you also accept these terms and conditions.

For all general policy, procedures and guidance, please refer to our [Student terms and conditions](#) and our [Student Recruitment, Selection and Admissions Policy](#), which are incorporated into these terms and conditions by reference. To the extent that there is any conflict between these terms and conditions and the Student terms and conditions and/or the Student Recruitment Selection and Admissions Policy, these terms and conditions shall prevail.

It is very important that you review these terms and conditions (and the documents referred to within them) carefully before submitting your application to the University.

Definitions

"Course" means the University's English Winter Programme.

"Financial Guarantee" means a certified document signed on behalf of a company or organisation confirming that it will pay all tuition fees (together with accommodation and/or living fees as appropriate) for a named student on the Course.

"Working days" means Monday to Friday and excludes UK public holidays.

1. Application Process

- 1.1. Students must complete an application form (available on the [UCAE website](#)) and return it to UCAE with evidence of English language ability by the relevant deadline. Group application forms are available on request.
- 1.2 Offer letters for a place on the Course can only be issued on receipt of the non-refundable deposit (see paragraph 3.1) or a Financial Guarantee.
- 1.3.1 You must be 18 years old or over on the Course start date.

2. Visas and Immigration

- 2.1. It is your responsibility to ensure that you have a valid visa throughout the Course and that you comply with any conditions that apply to your visa, including those relating to attendance and engagement.
- 2.2. If you do not start the Course on the Course start date, leave the Course early or otherwise fail to comply with any immigration conditions, the University may be obliged to report this to UK Visas and Immigration ("UKVI") in order to comply with the University's own obligations to UKVI as a sponsor of international students.

- 2.3. Further information in relation to visas for international students is available at: www.studentsupport.manchester.ac.uk/immigration-and-visas/ and also on the UKVI website.

3. Tuition Fees and Payment

- 3.1. A deposit equal to 2 weeks' tuition fees is required to secure a place on the Course.
- 3.2. The balance of the tuition fee for the Course must be paid in full at least 20 working days before the Course start date.
- 3.3. If your place on the Course is sponsored, you must provide:
- 3.3.1. a certified letter of sponsorship for the duration of the Course at least 20 working days before the Course start date. Your place on the Course will not be confirmed unless UCAE is in receipt of a certified letter of sponsorship by the relevant deadline; and
- 3.3.2. 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 will result in you being responsible for the payment of the tuition fees in full and may result in exclusion from the Course and/or your visa being cancelled (if relevant).
- 3.4. When paying by bank transfer, you must ensure that you transfer sufficient funds to also pay any bank charges applied.
- 3.5. Tuition fees will not be refunded if you arrive later or leave earlier than the Course start and end dates.

4. Cancellation and Withdrawals

- 4.1. You may cancel your place on the Course by notifying the UCAE in writing of your wish to do so within 14 days of booking (the "**Cancellation Period**"). Providing you notify the UCAE in writing before the end of the Cancellation Period, you will be entitled to a full refund of any fees paid in relation to the Course. 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. Where the Cancellation Period has expired or does not apply, tuition fees will only be refunded (less an administration fee of £240) if written notice of cancellation is received by UCAE at least 20 working days before the Course start date.
- 4.3. Where written notice of cancellation is received by UCAE after the expiry of the Cancellation Period (where applicable) and less than 20 working days before the Course start date, any sums paid by you in respect of the tuition fees will only be refunded in exceptional circumstances (e.g. a medical condition that the UCAE has not previously been made aware of), with supporting documentary evidence.
- 4.4. **Where you cancel your place on the Course under paragraphs 4.2 or 4.3, a £245 administration fee applies to any refund made (where applicable), which is not refundable under any circumstances.**
- 4.5. UCAE reserves the right to refuse entry onto the Course should you not arrive by the specified Course start date.

5. Changes to your Course of Study

- 5.1. UCAE will use its reasonable endeavours to deliver the Course in accordance with published course details. However, in certain circumstances, it may 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 [Student terms and conditions](#) for further information.

5.2. In the event of any changes to the Course, UCAE will seek 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 another course of study or institution. UCAE will consider reimbursement of tuition fees where we consider it appropriate.

6. Accommodation

Groups and individual students will need to secure their own accommodation for the English Winter Programme.

7. Conduct

7.1. 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 [Conduct and Discipline of Students Policy \(Regulation XVII\)](#).

7.2. You should make yourself aware of the University policy concerning fraud, omission and plagiarism, as outlined in our [Student Recruitment, Selection and Admissions Policy](#).

8. Applicants with a Disability

8.1. If you have a disability or other additional support needs, you are strongly encouraged to disclose this to the University on application or any time during the admission process so that the University may seek to support you throughout your studies. We have in place procedures to ensure that applications are considered appropriately and that disabled applicants and those with additional support needs will, where possible, be provided with appropriate support in connection with the application process and subsequent study.

8.2. For further information please contact us at dass@manchester.ac.uk or review our information for prospective and current students, available at: <http://www.dso.manchester.ac.uk/who-dowe-support/prospective><http://www.dso.manchester.ac.uk/who-dowe-support/prospective-students/students/>.

9. Insurance

9.1. You should arrange your own insurance to cover medical treatment, personal risks and personal property. The University is unable to arrange insurance cover.

9.2. The University cannot accept any liability for your personal belongings.

9.3. Full details on Healthcare available in the UK and charges can be found on the University [website](#).

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 (“GDPR”) and in accordance with our Registered student Privacy Notice (which is accessible at: <http://www.regulations.manchester.ac.uk/data><http://www.regulations.manchester.ac.uk/data-collection-notice>[collection-notice](http://www.regulations.manchester.ac.uk/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, local authorities or police) or are otherwise permitted to do so under the GDPR.
- 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).

11. Complaints

The University's Applicant [Appeals](#) and [Complaints](#) procedures have been established to safeguard the interests of prospective students. You are advised to raise concerns firstly with theUCAE Admissions Team and to request feedback on your application.

12. General

- 12.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.