# **Terms and Conditions**

Date of Publication: 28 June 2018

This sets out the terms and conditions between the University and students on our programmes of study.

The University may be under a duty to disclose information about you to professional, regulatory or statutory bodies.

#### 4. Health requirements

For some programmes (for example education, physiotherapy, occupational therapy and social work) you may be required to disclose certain information about your health and to undergo health checks. You may also have to produce evidence of immunisation against certain diseases in order to take up your place and/or continue with your studies. Your offer letter and information provided in relation to specific programmes on our website and in our prospectus es will tell you when such health requirements apply.

The University will consider whether the information resulting from any disclosure, health checks and/or immunisation history is compatible with you taking up your place or continuing on your programme.

For further information in relation to health requirements please contact your College.

## 5. Student support, health and welfare

The University provides an extensive variety of student support services including academic skills workshops, medical care throu gh its on -site NHS Medical Centre, a free counselling service and (through its

ensure that it complies with its obligations under the current Immigration regime.

At the out set of the University's registration process and as part of the University's record -keeping obligations, if you are a student from outside the EEA you will need to provide to the University with your passport and Biometric Residency Permit or other evidence of your permission to study at the University granted by UK Visa & Immigration (UKVI) and contact details (including UK address, telephone number and/or mobile telephone number).

Please note that the University is under an obligation to report to the UKV I any student who (amongst other matters) does not register on their nominated programme, a student who is absent from their programme without permission,

- x Personal information (address details, emergency contact details, equality data)
- x Financial information (how you intend to pay for your tuition fees)
- x Immigration documentation (international students) (copies of your passport and BRP)

Why do you collect personal information from me? Personal information about students is collected by the University for a number of purposes, both internal to the University and for external education-related agencies.

Who do you share my data with?

Data stored in the University Student Records System is shared with a number of internally managed systems. This data transfer is mandatory and allows you and Brunel staff to undertake administrative and academi (ad)a10 (t)7 (u-0 0 12 72 561.12 TI2 -0 0 1 0.

## Third Party Agencies

Higher Education Statistics Agency (HESA) We are required to share the data

University, you are formally accepting the University's rights of ownership and rights to u se and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy.

### 10. Disclosure of information generally

The University may amend or withdraw your offer of a place or terminate your registration if it determines tha t you have made any fraudulent, false or misleading application or statement to the University, or if you have failed to disclose relevant information to the University (including in respect of criminal

This contract may be ende d by the University if the relevant conditions are not met or our terms not complied with. The contract is governed by English law and subject to the jurisdiction of the English courts.

In entering into that contract, neither you nor the University intends that any of the terms of the contract will be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### Right to cancel

You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of this contract (i.e. when you receive written confirmation of your acceptanc e of an offer of a place on a programme at the University).

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e -mail). You should exercise your right to cancel by contacting us at Admissions Department, Brunel University London, Kingston Lane, Uxbridge, Middlesex UB8 3PH (admissions@brunel.ac.uk). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is s ufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of cancellation

If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this cont in comparison with the full coverage of the contract.

If you have any queries regarding our Terms, please contact the Head of Student Services at HOSS@brunel.ac.uk

#### Disclaimer

The University makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in this publication and other University documents.

However, the University may in some circumstances be required to:

- make reasonable variations to the content and/or syllabus of programmes of study;
- alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
- make changes to or withdraw placements
- make reasonable changes to its statutes, ordinances, regulations, policies and procedures; and/or
- combine programmes of study.
- suspend, discontinue or not provide programmes of study.

The University may be required to take the actions outlined above in the following circumstances and/or for the following reasons:

• if the University reasonably considers this to be necessary in order to

Nothing in the Terms including this disclaimer excludes any liability which it would be unlawful to exclude.

The University will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, i n performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:

- 1. strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party),
- 2. acts of God,
- 3. pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise),
- 4. governmental requisitioning, emergency planning or provision,
- 5. war, protests, fire, flood, storm, tempest, explosion,
- 6. an actual, suspected or threatened act of terrorism,
- 7. riot,
- 8. civil commotion,
- 9. national emergencies,
- 10. breakdown of plant or machinery,
- 11. actions or defaults of placement providers, or
- 12. default of suppliers or sub-contractors.

Each of the provisions above is sepa rate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be

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