University of Leicester Terms and Conditions of Offer 2019/20: Changes from 2018/19 version

Terms and Conditions of Agreement Relating to the Offer

Addition of section 1.8 to advise applicants to declare any relevant criminal convictions in line with the University’s Criminal Conviction policy. This includes details of the right of the university to withdraw the offer if a relevant conviction has been withheld by the applicant.

“The University has a duty of care to safeguard students and staff who attend the University, as well as to support all students throughout their time of study at the University. Applicants who are successful in securing an offer from the University to study undergraduate and postgraduate programmes are required to disclose any relevant, unspent criminal convictions they hold. Any such convictions that are declared will be processed in line with the University’s policy for handling applications from applicants declaring criminal convictions. This policy can be found on our website at www.le.ac.uk/criminal-convictions-policy

If it is later found that a relevant, unspent criminal conviction has not been disclosed or has been withheld by the applicant at the time of accepting their offer from the University, the University reserves the right to take steps to review the terms of the offer made, which may include withdrawing the offer of a place. If you do not wish to accept the University’s offer of a place, then you do not need to make any disclosure of relevant, unspent criminal convictions.”

Cancellation Rights before Your Course Starts

Addition of deposits to reimbursement of fees within the 14 day right to cancel window.

Addition of paragraph 3.6 to explain when deposits can be refunded outside of the 14 day right to cancel window.

“For the avoidance of doubt, your deposit and course fees will also be reimbursed in full should you: (i) fail to satisfy all of the requirements of a conditional offer; (ii) fail to obtain a student visa; (iii) be prevented from attending the University as a consequence of exceptional circumstances. You will be responsible for notifying the University in the event of any of the occurrences set out in this paragraph. Notification must be received no later than 14 days after you have accepted you offer.”

Cancellation Rights after Your Course Starts

Addition of deposits to reimbursement of fees within the 14 day right to cancel window, after the course starts.

Addition of paragraph 4.5 to explain circumstances under which deposits can be refunded outside of the 14 day right to cancel window, after the course starts.

“For the avoidance of doubt, your deposit and course fees will also be reimbursed in full should you: (i) fail to satisfy all of the requirements of a conditional offer; (ii) fail to obtain a student visa; (iii) be prevented from attending the University as a consequence of exceptional circumstances. You will be responsible for notifying the University in the event of any of the occurrences set out in this paragraph. Notification must be received no later than 14 days after the course start date.”

Admissions Office, 27th June 2019
Variation

Addition of paragraph 5.4 to explain that the University will not be in breach of contract if it fails to meet its contractual obligations due to events outside of its control.

“The University shall not be in breach of contract nor liable for delay in performing or failure to perform any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, e.g. fire, flood, industrial action etc. The University shall use all reasonable endeavours to mitigate the effect of such an event on the performance of its obligations.”

Amendment to paragraph 5.4 to explain that the University will not be in breach of contract if there are amendments to the law or legislation by either the government or public authority.

“The University shall not be in breach of contract nor liable for delay in performing or failure to perform any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control and includes, without limit, fire, flood, industrial action, change in law, compliance with a law or government order, rule, regulation or direction and/or any action taken by a government or public authority, the reduction or removal of government or international funding pursuant or related to Brexit or any other consequences that arise from of the UK’s departure from the EU. The University shall use all reasonable endeavours to mitigate the effect of any such event on the performance of its obligations.”