

## Terms and Conditions Relating to Your Offer

### 1. Definitions

“We”, “us”, “our”, and “University” refers to the University of York and the Hull York Medical School.

“You” and “your” refers to the applicant or student.

“contract” refers to the agreement between you and us in relation to your offer of admission and registration on a course offered by the University, as governed by these terms and conditions and the documents referred to herein.

“course” refers to an approved programme of study that normally leads to a qualification. This includes research programmes.

### 2. Introduction

These terms and conditions accompany, and should be read in conjunction with, your formal offer of admission. This document contains important information concerning your contract, so please take the time to read and understand it before accepting your offer. If you accept your offer, we will assume that you have read and understood these terms and conditions and agree to abide by them.

These terms and conditions apply to our undergraduate, postgraduate taught, and postgraduate research courses (but not to apprenticeship programmes) and offers of admission to pre-sessional courses.

#### 2.1. Legal framework

These terms and conditions adhere to all relevant legislation related to the admission of students to the University. These legal duties can change if the legislation changes. These terms and conditions are therefore subject to these laws and any changes to these laws or other laws that the government brings into effect.

### 3. Accuracy of information you provide to us

By accepting the offer of a place at the University, you confirm that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.

The provision of false and/or misleading statements, fraudulent or plagiarised information or the omission of information (e.g. if you fail to declare an unspent criminal conviction) or provide insufficient evidence of a declared tuition fee sponsorship arrangement) may render your admission and enrolment invalid and will entitle the University to withdraw its offer or to terminate its contract with you. If such a decision is taken, you have the right to appeal against it in accordance with the University’s complaints procedure:

[Complaints procedure](#)

We may also refuse to consider any future applications from you.

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### 4. Cancellation rights

#### 4.1. Right to cancel

You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University (the “statutory cancellation period”).

Effect of cancellation within the statutory cancellation period:

If you cancel this contract within the statutory cancellation period, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and no later than 14 days after the day on which it is informed about your decision to cancel this contract.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless we and you have expressly agreed otherwise; in any event, we will not charge any fees in connection with the reimbursement.

To cancel this contract within the statutory cancellation period, it is sufficient for you to send your communication exercising your right to cancel before the 14-day statutory cancellation period has expired.

Advice for undergraduate candidates:

If you accept our offer of a place on a course as your “Firm” or “Insurance” choice, a contract is made between you and the University. If you change your mind, you can change your replies but only within 14 days of accepting the offer by contacting the UCAS Customer Contact Centre on: 0371 468 0 468 (UK) or +44 330 3330 230 (international).

Advice for postgraduate taught and postgraduate research candidates:

If you accept our offer, but change your mind and wish to decline you have the right to cancel this contract within 14 days without giving any reason by simply changing your response via our applicant portal (You@York).

#### 4.2. Cancellation after the statutory cancellation period

You can cancel this contract after the statutory cancellation period has expired for any reason but it is important to note that the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the University’s Student Tuition Fee Refund Policy available at:

[Student Tuition Fee Refund Policy](#)

If you are an international postgraduate taught candidate and have paid a tuition fee deposit you may be eligible for a refund depending on your circumstances and when you cancelled the contract. Further information relating to our tuition fee deposit policy can be found at:

[Tuition fee deposits for international postgraduate taught students](#)

Advice for undergraduate candidates:

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To cancel after the statutory cancellation period has expired but prior to enrolment, you will need to contact both UG Admissions ([ug-admissions@york.ac.uk](mailto:ug-admissions@york.ac.uk)), and the UCAS Customer Contact Centre on: 0371 468 0 468 (UK) or +44 330 3330 230 (international).

Advice for postgraduate taught and postgraduate research candidates:

To cancel after the statutory cancellation period has expired but prior to enrolment, you can simply change your response via our applicant portal ([You@York](mailto:You@York)).

### 4.3. Courses that begin within the statutory cancellation period

If your course is due to begin within 14 days from the date you accept the offer of a place at the University (e.g. if you are an undergraduate and have applied through Clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to cancel the contract within the statutory cancellation period you will be liable to pay a proportion of tuition fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's Student Tuition Fee Refund Policy available at:

[Student Tuition Fee Refund Policy](#)

## 5. University Regulations

By accepting the offer of a place at the University, you agree to comply with the provisions of all the University's Ordinances, Regulations, rules, codes, policies and procedures that apply to enrolled students (together the "Regulations").

The following documents in particular provide a framework through which we and you will work together to create a positive environment for learning and academic achievement.

University Admissions Policy:

[Recruitment, Selection and Admissions Policy](#)

University Ordinances and Regulations:

[Ordinances and Regulations](#)

Together York: The University of York Community Declaration

[www.york.ac.uk/about/together-york](http://www.york.ac.uk/about/together-york)

### 5.1. Key provisions

Key provisions of the Regulations of which you should be aware include:

- The University's expectations as regards student attendance, academic due diligence and academic progress, as set out in the Ordinances and Regulations. Students are expected to attend lectures, tutorials, examinations and other activities that form part of their course. Failure to meet these expectations may mean that you are not permitted to progress on your course. Our Regulations on attendance for taught and research students can be found at:

[Regulation 6: General academic regulations and procedures for students on taught programmes](#)

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### [Regulation 2: Regulations for research degree awards](#)

Our Student Academic Engagement and Wellbeing Policy can be found at:

#### [Student Academic Engagement and Wellbeing Policy](#)

- The University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be found at:

#### [Academic misconduct](#)

- The University's rules regarding payment of sums due to the University, which can be found in the Essential Financial Information document available at:

#### [Essential financial information 2024/25](#)

If you do not pay tuition fees that you owe to the University, the University reserves the right where it is necessary and proportionate to do so to withdraw its services (including the right to continue your studies and/or graduate) and/or your right to use its facilities. In deciding whether to do so, the University will consider all the circumstances of your case.

Where you owe other types of fees or money to the University, the University reserves its right to withdraw your use of non-academic services and to instigate debt recovery proceedings where it is necessary and proportionate to do so in the circumstances.

- The University's expectations of student behaviour, are set out in Together York: The University of York Community Declaration available at:

#### [Together York](#)

We strive towards a community in which individuals accept their obligations and responsibilities to the whole in order to enable all to live, learn and research in a peaceful and supportive environment. Misconduct of any kind is not tolerated. The University takes seriously well-being, equality and fairness within the University community as a whole. Breach of the rules of behaviour could result in a disciplinary process and the imposition of sanctions, including expulsion from the University. Our Regulations on discipline can be found at:

#### [Regulation 7: Student discipline](#)

- The University's Support to Study/Attend Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. Further guidance about support to study/attend can be found at:

#### [Support to study](#)

- The University's rules governing fitness to practise, which apply to students on professionally regulated courses that lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a

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disciplinary process and the imposition of sanctions, including expulsion from the University. Further guidance about fitness to practise can be found at:

### [Fitness to practise](#)

- The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service (DBS) check (facilitated by the University and managed by our partner company Atlantic Data) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.
- The University's policy on taking a break from your studies sets out how a student can apply to take a leave of absence from their studies and the considerations surrounding such a decision.

Further guidance about leave of absence can be found at:

### [Take a break from your studies](#)

You should also consider this in conjunction with the Student Tuition Fee Refund Policy:

### [Student Tuition Fee Refund Policy](#)

## 5.2. Changes to University Regulations

The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- to review and update the Regulations to ensure they are fit for purpose;
- to reflect changes in the external environment, including legal or regulatory changes; changes to funding or financial arrangements or changes to government policy; requirements or guidance;
- to incorporate sector guidance or best practice;
- to incorporate feedback from students; and/or
- to aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably practicable, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

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### 6. Changes to courses and services and Events Outside of Our Control

The University will do all that it reasonably can to provide the course, related educational and other services and facilities as described in the material information for your course set out on its website as at your date of acceptance of a place as well as in other documents issued to you at this time.

Detailed course information can be found at:

[Study at York](#)

#### 6.1. Changes to courses and related services and facilities

The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description applied to it for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. Reasons for such changes may include:

- to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
- to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
- in response to relevant professional or accrediting body requirements or guidance.

Such changes may be to:

- the content and syllabus of courses;
- the timetable, location and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities; and/ or
- the examination and assessment process.

In making any changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found at:

[Student Protection Plan](#)

#### 6.2. Events outside of our control

Sometimes circumstances beyond the reasonable control of the University that could not have been prevented even if the University had taken reasonable care (“Events Outside of Our Control”) mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

Examples of Events Outside of Our Control include (but are not limited to):

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- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- industrial action by third parties;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- sanctions imposed by any country;
- withdrawal by any government or local authority of any necessary licence; and/or
- insufficient uptake of a course.

Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:

- offering the opportunity where reasonably possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way, from a different location or online.

If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and we will follow our Refunds and Compensation Policy. Alternatively, you may make a complaint under the University complaints procedure:

[Complaints procedure](#)

Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, the University will follow its Student Protection Plan and its Refund and Compensation Policy:

[Student Protection Plan](#)

[Refund and Compensation Policy](#)

Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.



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### 7. Enrolment

It is a requirement when you enrol for each year of study that you comply with the University's enrolment procedures. This includes your acceptance of the 'enrolment statement' which reminds students of some of the important Regulations which are referred to in these terms and conditions. On your first enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University email account regularly. Any communication sent to you at your University email account will be regarded as properly sent and received by you.

### 8. Fees

It is your obligation to make arrangements at the beginning of your course for the payment of your fees.

If you are a home undergraduate student, tuition fees are regulated by legislation. The University reserves the right to increase tuition fees in subsequent years of your course where there is a change in the amount of tuition fees the University is legally entitled to charge you for your studies. Such increases will be limited to the maximum amount set by legislation.

If you are a home postgraduate taught student and your course is longer than one year, then you should be aware that tuition fees may be subject to an inflationary increase and/or the law and/or government policy. Inflationary increases in tuition fees will be in line with the prevailing Consumer Prices Index inflation rate (up to a maximum of 10%).

If you are a home postgraduate research student and your course is longer than one year, then you should be aware that tuition fees may be subject to an increase due to changes in Research Council prevailing rates.

If you are an international student and your course is longer than one year, you should be aware that the tuition fee in following years will be subject to annual increases. You should take this into account in your financial planning. The fees quoted in your offer letter are normally for one year of study. Fees are subject to increase in subsequent years in line with the prevailing CPI inflation rate (up to a maximum of 10%).

You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either:

- financial support via Student Finance England, Wales, Northern Ireland, or Student Awards Agency for Scotland; or
- an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
- you have made arrangements to pay your tuition fees by instalment (see below).

It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Fees Office as part of enrolment or as soon as possible thereafter.

If you enrol on the basis that you are or will be applying for a tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the



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application is not approved. The University normally requires payment of tuition fees in full at the start of the academic year. If you are self-funding and have to pay your own fees, payment can be made in the following ways:

- as a concession, undergraduate students may pay in three instalments, provided these are 50%, 25% and 25%, postgraduate taught (home) and postgraduate research students may also pay in three equal instalments;
- Postgraduate taught (international students) are required to pay in two instalments of 50% each on the relevant due dates;
- you may pay by debit or credit card, direct debit, Flywire (our international payment partner) or bank transfer;
- to ensure compliance with anti-money laundering laws, regulations and procedures the University does not accept payments in cash for tuition or accommodation fees. Any attempt to pay in cash may lead to the University terminating its contract with you.

The University takes fraud seriously and will not accept payments made using fraudulent payment methods. These will be reported to law enforcement agencies.

Further information is detailed within the Essential Financial Information document available at:

[Essential financial information 2024/25](#)

### 9. Data protection

Information on how the University uses your data and your rights under the UK General Data Protection Regulation and Data Protection Act 2018 can be viewed at:

[Privacy notice - student applicants](#)

[Privacy notice - students](#)

### 10. Intellectual property

Intellectual property includes the rights relating to literary, artistic and scientific works, performances or performing artists, phonograms and broadcasts; inventions in all fields of human endeavour; scientific discoveries; industrial designs; trademarks; service marks and commercial names and designations; and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.

Students are subject to the Regulations concerning the ownership, protection and exploitation of intellectual property created during their course and related activities whilst they are a student of the University. Our Regulations on intellectual property rights can be found at:

[Regulation 12: Intellectual property](#)

The default position is that students own their intellectual property rights created during their studies at York but there are several exceptions to this and if you have any concerns about how intellectual property rights might arise from your studies, research or projects, or be affected by joint creation with staff, third party funders or collaborators you must read the intellectual property rights regulations and check with your supervisor or relevant academic department.

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### 11. Confidential information

You may be required to sign a confidentiality or non-disclosure agreement (a legal obligation to keep certain information confidential) where you are given access to confidential information belonging to the University, academics or a third party; for example, in order to undertake a placement with a third party or to access third party rights or materials for research. You should check in advance with your supervisor or relevant academic department if you have any concerns, particularly if conducting postgraduate level research.

### 12. Criminal convictions

Having a criminal conviction will not necessarily prevent you studying at the University but if you have any unspent criminal convictions (as defined in the Rehabilitation of Offenders Act 1974) relating to offences involving:

- any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
- offences listed in the Sex Offences Act 2003;
- the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
- offences involving firearms;
- offences involving arson; and
- offences listed in the Terrorism Act 2006,

you agree to provide full details of these to the University within 3 days of acceptance of your offer. Please note that for some courses related to regulated professions (e.g. medicine, teaching, etc.), spent criminal convictions must also be declared.

It will be helpful to include any information such as probation reports or psychologist reports relevant to the conviction(s) to enable the University to carry out a risk assessment.

If you later receive a criminal conviction of the nature indicated above (whether before enrolment/admission or during your time at the University), you are required to declare this to the Conduct and Respect Office via [conductandrespect@york.ac.uk](mailto:conductandrespect@york.ac.uk), providing full details.

Failure to notify us of a criminal conviction may constitute a disciplinary offence under [Regulation 7: Student Discipline](#), and also gives the University the right to terminate our contract with you.

The University reserves the right upon disclosure or knowledge of such convictions to: confirm your place, request further information, cancel/withdraw the offer, withhold admission or terminate the contract (where it reasonably deems that risks cannot be appropriately managed), or impose conditions as the University reasonably sees fit to assist with managing any risks whilst you are at the University. Such conditions may include restrictions on access to certain campus areas or restrictions on engaging with certain students or learners, such as under 18s.

Further guidance concerning criminal convictions is contained in the Admissions Policy and is available at:

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[Recruitment, Selection and Admissions Policy](#)

[How we use criminal conviction information](#)

### 13. Disability and reasonable adjustments

The University is committed to providing an inclusive and accessible environment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. If you require support from us due to a disability or long-term health condition, we encourage you to notify us as early as possible in the recruitment process to enable the University to engage with you and discuss your support needs more effectively.

Where you have a disability, or long-term health condition, information you have provided in connection with any additional needs will be processed by Disability Services for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability or long-term health condition will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability or long-term health condition is not disclosed to such staff but you should note that while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made. Further information regarding Disability Services' guidance on consent is available at:

[Disability Services Information on Consent](#)

### 14. Right to study in the UK

By accepting the offer of a place you are confirming that you are willing to provide us with independent documentary evidence of your right to study in the UK. This applies to all UK, EU and international applicants. You are agreeing that:

- you will co-operate with any information requirements or procedures which the University is required to undertake by the UK government or its agencies to maintain compliance with its responsibilities under immigration law and regulations;
- you are in a position to secure funding for your studies; and
- if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration.

The University reserves the right to cancel/withdraw the offer, withhold admission or terminate any contract with you if you are found to have omitted significant information, made false statements and/or provided fraudulent information in relation to your immigration status in the UK, and to inform UK Visas and Immigration. If such a decision is taken, you have the right to appeal against it in accordance with the University complaints procedure:

[Complaints procedure](#)

**SANCTIONED COUNTRIES:** You will not be able to access University IT systems including Gmail, eVision and Blackboard in a country subject to sanctions imposed by the UK (or by other jurisdictions like USA and EU). Further information is available at:

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[Recruitment, Selection and Admissions Policy](#)

[Student Academic Engagement and Wellbeing Policy](#)

### 15. Appeals and complaints

Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to The Director of Marketing, Recruitment, Admissions and Outreach, University of York, Heslington, York, YO10 5DD; or email: [SRA-Director@york.ac.uk](mailto:SRA-Director@york.ac.uk).

Further information about the University complaints procedure for students and applicants is available at:

[Complaints procedure](#)

The Office of the Independent Adjudicator ([OIA](#)) is an independent body which provides a scheme which reviews student complaints against HE providers. If you are or were an enrolled student and are not satisfied with the outcome of a complaint to the University, you may be able to contact the OIA. Note that the remit of the OIA does not include complaints by applicants about admissions issues.

### 16. General

If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

The University's contract with its applicants or students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.