



Accompanying Information and Conditions of Offer

University Laws

1. In accepting an offer of a place at Cranfield University you are agreeing to comply with:
 1. the provisions of all the Laws of the University that concern registered students
 2. the documents which are referred to in the Laws and which supplement them, including the General Student Handbook, which is issued annually
 3. the terms and conditions of this document ('these terms')

You are strongly advised to read these terms and the General Student Handbook before accepting an offer of a place at Cranfield.

2. In addition to complying with these terms, the University is also required to comply with various legal duties, for example:
 1. under the Equality Act 2010, including the duty to have due regard to the need to advance equality of opportunity and to eliminate discrimination, harassment, victimisation and other conduct prohibited under the Equality Act
 2. in respect of freedom of speech pursuant to the Education (No 2) Act 1986.

These legal duties can change if the law changes.

3. The Laws of the University can be found at:

www.cranfield.ac.uk/about/governance-and-policies

The General Student Handbook along with other Senate Handbooks can be found at:

www.cranfield.ac.uk/about/governance-and-policies/quality-assurance

The University's Student Protection Plan can be found at:

www.cranfield.ac.uk/studentprotectionplan

Please note that the Laws of the University, the General Student Handbook, the Student Protection Plan and the documents which are referred to in the Laws may be updated periodically to reflect best practice or to improve the running of the University and the student experience. You are required to abide by such changes whilst you are a registered student.

Payment of Tuition Fees

4. Tuition fees are payable annually in advance.^[1] Where courses extend beyond a 12 month period, tuition fees will usually be due for each year of study. The first year's fees must be paid on or before initial registration, unless satisfactory guarantee of payment has been provided by a sponsor acceptable to the University on your behalf in the form of a written acceptance of liability to pay from a recognised award making body, an overseas government or a recognised employer. Your sponsor must provide written evidence of accepting such financial liability before you register at the University. An undertaking from a private individual is not sufficient. If your sponsor fails to honour their commitment to pay your tuition fees, you will be personally liable for their payment to ensure your continuing registration. You cannot abrogate this personal liability to your sponsor.
5. Tuition fees for subsequent years must be paid on an annual basis at the beginning of each year of study unless alternative arrangements are outlined in your course offer letter. For degree programmes lasting more than one year, the tuition fees for subsequent years will be as stated in your offer letter, and will not

increase in line with inflation or other measure. Where your offer for a masters course is dependent on successful completion of a pre-masters course at the University, the tuition fee for both the pre-masters course and the masters course onto which you may then progress will be as stated in your offer letter, and will not increase in line with inflation or other measure.

6. For some part time taught courses the tuition fee comprises an annual registration fee and a fee for each taught module. The first year's registration fee must be paid on or before initial registration and thereafter on an annual basis at the beginning of each year of study. Fees for each taught module will be invoiced individually when the module is attended.
7. For some research courses, an Additional Fee Element will be payable in addition to the published research tuition fee. The Additional Fee Element covers additional costs associated with, for example; programme management support, support from specialist laboratory technicians, access to specific technical equipment, facilities and analytic equipment. The Additional Fee Element, where applicable, will be outlined in the course offer letter and must be paid on an annual basis at the beginning of each year of study.
8. The tuition fee includes all fees for registration, tuition and the initial assessment during the specified registration period. The University reserves the right to charge additional tuition fees for changes or extensions to the registration period, for example for additional or remedial tuition and assessment. Fees for extensions will be calculated on a monthly basis as set out in the fees information, which can be found at www.cranfield.ac.uk/Study/Taught-degrees/Fees-and-funding.
9. The tuition fee also includes membership of the Cranfield Student Association, while you are a registered student of the University, but does not include membership of the Shrivenham Station Officers' Mess for students based at the Shrivenham Campus.
10. The tuition fee does not include accommodation costs, or materials required of you for your private study.
11. Failure to pay your tuition fee may result in the early termination of studies: there is no right of appeal against the decision of the University under these circumstances.
12. If you withdraw from your course of study, or if your registration is terminated early by the University, you are not entitled to a refund of your tuition fee, save at the discretion of the University as provided for in the Student Protection Plan. You may also be liable to repay any form of grant, bursary or other form of financial assistance already paid to you subject to an apportionment for that part of the course that you attended prior to your withdrawal.
13. A deposit may be required to secure a place on some courses following acceptance of offer. Details of which courses require a deposit can be found on our web pages and are outlined in the course offer letter. Deposits will be offset against the tuition fee and are usually non-refundable, except in certain circumstances outside of a student's control. Guidance on the circumstances in which the University is able to refund a deposit can be found at www.cranfield.ac.uk/study/taught-degrees/fees-and-funding.
14. For Level 7 Apprenticeships (Masterships®), levy paying employers may use their apprenticeship service account to fund your training course, up to the funding band maximum. Non-levy paying employer accepted by the University, may arrange co-investment whereby the employer pays a percentage of your training course, up to the funding band maximum, with the remainder being financed by the Government. All employers, whether levy paying or non-levy paying are liable to pay to Cranfield University any amount charged which are above the funding band maximum (Top-up Fees), as well as any payment for the re-sit of your end-point assessment (if required) and/or any fees incurred by the End-Point Assessment Organisation in relation to such re-sit. Please note that your employer must connect to the Education and Skills Funding Agency (ESFA) Digital Apprenticeship Service (DAS) by a specific cut-off date to be advised upon by the University at a later date and shall be liable for the full or part of your training fee which cannot be recovered by the University from the ESFA. Further information with regards to financing an apprenticeship can be found at <https://www.cranfield.ac.uk/about/masterships/employers-financing>. You and your employer must observe the ESFA Funding Rules during the whole period of your training - <https://www.gov.uk/guidance/apprenticeship-funding-rules>. The ESFA requires the establishment of an agreement between the employer and the University. We therefore require that your employer signs our Mastership Agreement, which sets out our relationship. The ESFA also requires the establishment of a tripartite Commitment Statement between your employer, you and the University; and an Apprenticeship Agreement between yourself and your employer. The University require a signed copy of all such agreements before the start of the training. Copies of our legal forms are available for

Other Expenses

15. You are responsible for your own living expenses, and must therefore ensure that you have secured the necessary funding before starting your course. Guidance on appropriate levels of living expenses is provided in the University prospectus. No assistance from the University may be assumed, except for bursaries as notified in writing in advance of registration in your offer letter. Any offer of a Post Graduate Research Studentship is subject to the acceptance of the University's studentship terms and conditions.

Intellectual Property Rights

16. Intellectual property rights (as used in this paragraph) means all rights to inventions, patents, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights, plant breeders rights, know-how, trademarks and all other intellectual property rights, in each case whether registered or unregistered and including all applications, and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist existing now or in the future in any part of the world.
17. Intellectual property may arise or be created by you in the course of work carried out as part of your course of studies, including in any theses or other work or results prepared and/or submitted by you in the course of your studies. All such intellectual property shall, except where specifically agreed otherwise in writing between you and the University, belong to and vest in the University, and all rights in such intellectual property are and shall be assigned to and vested in the University.^[2] The University will not withhold permission to publish your work unreasonably.

Duration of Study

18. The dates in your offer letter indicate the 'defined period of study' associated with the course you have applied for. For full-time students, this represents continuous study throughout this period. For part-time students and students taking short courses for credit, this represents the maximum period of time within which the University would normally have expected you to complete all elements of the course. An extension to the period of study will always incur additional tuition fees (see paragraph 8).
19. Please note that you will be registered with the University for longer than the defined period of study. Your registration period may also include any approved periods of time relating to the deferment of submission of a thesis, or any re-presentation or correction of a thesis. It will also include the period of time between the submission of the final piece of work for assessment and confirmation of a final result. These terms will continue to apply whilst you remain registered.

Period of Offer

20. Except where agreed otherwise in writing, an offer of admission will remain open for 28 days only or up to the start date of the course whichever is earlier. Your attention is also drawn to the limited circumstances in which an offer may be withdrawn by the University (see paragraphs 21, 22, 23 and 27).

Withdrawal of Offer

21. The University reserves the right to withdraw this offer if any of the information provided by you at the point of offer is found to be incorrect or incomplete or if you fail to provide satisfactory information or evidence which confirms that you can meet one or more of the conditions contained in this letter.
22. The University may withdraw the offer if a deposit required to secure a place on the course is not paid by the deadline outlined in the course offer letter.
23. The University may also withdraw this offer prior to the start of the course if it unexpectedly is unable to provide the advertised course of study. This may happen in circumstances outside of the control of the University (e.g. unplanned absences of key members of academic staff, changes to external regulatory

environments, including UK government public health advice, insufficient demand for a course to the extent where the University believes the student experience would be significantly impacted). In these circumstances, the University will refund any monies already paid to it by you or your sponsor and will endeavour to recommend alternative courses of study which may suit your learning requirements.

Right to Cancel

24. You have the right to cancel your contract with the University within 14 days of the date on which the contract is concluded. After that date any deposit paid may be forfeit subject to the discretion of the University.

Proof of Identity and Qualifications

25. On registration, you must provide proof of your identity, which is normally limited to your passport, or original birth certificate with a form of photo identification. You must also provide proof of your right to study in the United Kingdom, and proof of your academic and professional qualifications.

Permission to Study in the UK

26. If you require a visa or similar permission (for example an Academic Technology Approval Scheme certificate) to study in the UK, you must ensure that you have the correct visa or permission and that you abide by its terms. If you do not have the correct visa or permission, or if you do not comply with its terms, this may result in the early termination of your studies and registration. It is your responsibility to ensure that you have the correct visa and permissions.

Permission to Study at the Shrivenham Campus

27. If you have applied for a course at the Shrivenham Campus your offer (and registration) is subject to on-going appropriate security clearance to attend a UK Ministry of Defence (MOD) site. This will also apply to any modules or part-modules at the Shrivenham campus that are otherwise part of courses mainly delivered at the Cranfield campus. Generally this clearance is in line with the national BPSS^[3] protocols (or equivalent) but may be revised from time to time dependent on national security requirements. Inability to access the Shrivenham Campus will result in a withdrawal of offer or, if already registered, a termination of registration. In the case of courses delivered at the Cranfield campus, it may result in a reduction of the choice of modules available. You should also note that personnel in financial debt to the MOD will also be refused entry to the site until such debts are settled.

Data Protection

28. The University will need to process your personal information (whether supplied by you or by third parties) to process your offer and (if you register as a student of Cranfield University) to manage your student record and student experience. This will include the University sharing your data with other bodies where this may be required for managing your experience and for statutory or other legal reasons.
29. Your attention is drawn to the University's Data Protection and Privacy Policy contained in the Senate General Student Handbook. This includes further detail on data sharing with other bodies.

Support for Students with Disabilities or Learning Difficulties

30. If you think that you are likely to require any support because of a disability and/or learning difficulty while you are on the course, you are strongly advised to contact the University for further advice or guidance. All requests for support will be considered in line with the criteria for 'reasonable adjustments' as outlined in the Equality Act 2010. The University encourages you to contact it as soon as possible to allow for a full discussion of support arrangements available and to ensure that these can be put in place at the earliest opportunity.

Proper Law and Jurisdiction

31. In accepting an offer of a place at Cranfield University, you are agreeing that the resulting contract between us shall be governed by and construed in accordance with the law of England and you submit to the exclusive jurisdiction of the courts of England.

Changes to the Advertised Academic Provision

32. The University undertakes to use all reasonable endeavours to provide the necessary teaching, supervision and academic facilities. The University cannot guarantee that teaching or supervision will be provided by any particular named individuals.
33. Our courses are subject to continuing development and changed circumstances may necessitate alteration to them. Whilst the University makes every effort to keep changes to a minimum, printed literature may become out of date and you should check the website for up to date information. The University will make every effort to provide the course as outlined in the prospectus of the University at the time of offer, subject to paragraph 34 below.
34. The University reserves the right to make variations due to circumstances outside of its control (including but not limited to unplanned absences of key members of academic staff, and changes to external regulatory environments including UK government public health advice), and will make every effort to minimise any disruption to the student experience. Other circumstances which involve changes to the programme of study (limited to changes to courses deemed by the University to be beneficial to the learning experience) will only be made in consultation with the registered students affected by the proposed change.

Limitation of the University's Liability to You and Others, and Matters Outside Your or our Control

35. Nothing in these terms shall limit the University's liability to you:
1. for death or personal injury resulting from negligence (as defined in the Consumer Rights Act 2015);
 2. for fraud or fraudulent misrepresentation;
 3. under the Equality Act 2010;
 4. under section 57 of the Consumer Rights Act 2015.

References to legislation include reference to any amendments, extensions or re-enactments of such legislation.

36. Subject to paragraph 35 above, the University's liability under or in connection with these terms whether arising in contract, tort, negligence, breach of statutory duty or in any other way, shall not exceed the total of the course fees paid and due to be paid by you under this agreement to the University.
37. For the purposes of paragraphs 35 and 36 'University' also includes the officers, employees and agents of the University, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.
38. Neither you nor the University shall be liable to the other arising from matters outside of your or the University's control and which could not have been foreseen or prevented even if you or the University had taken reasonable care. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems.

[\[1\]](#) This statement does not apply where payments are made by sponsors who have made alternative arrangements with the University. This includes Military Students attending Cranfield Defence and Security and some other partners.

[\[2\]](#) In the case of programmes that are part of the Academic Provider Contract the Intellectual Property Rights are normally assigned to and vested in the Ministry of Defence.

[3] BPSS: Baseline Personnel Security Standard www.gov.uk/government/publications/government-baseline-personnel-security-standard

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