Terms and Conditions upon acceptance of an Offer

Definitions

“we/us/our” means the University of Sheffield.

“you/your” means a prospective or registered student of the University of Sheffield.

“Course” means your prospective or registered programme of study or research with us.

“Contract” means the agreement between you and us in relation to your attendance on a Course. These terms and conditions and the documents, regulations and policies referred to in these terms and conditions set out the terms that apply to the Contract.

"Offer" means the offer by us to you of a place on a Course subject to the terms and conditions set out below.

1. Introduction

1.1 These terms and conditions represent an agreement between you and us. By accepting the Offer, you accept these terms and conditions in full. If you have any questions or concerns about these terms and conditions, you should contact us by email at shefapply@sheffield.ac.uk before accepting the Offer.

1.2 In addition to these terms and conditions, there are other rules and regulations which apply to your attendance at the University and your Course. Details of these rules and regulations can be found at: www.sheffield.ac.uk/calendar. Please take the time to read these carefully as these documents, together with these terms and conditions form the Contract between you and us.

2. Offers

2.1 The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by our University Senate and any particular requirements prescribed by the relevant Faculty (whether set out in our Prospectus, the offer letter to you or otherwise).

2.2 If your first language is not English, the Offer may also be conditional upon you passing an English language test. Further details about English language requirements can be found at: Undergraduates: www.sheffield.ac.uk/undergraduate/policies/englang Postgraduates: www.sheffield.ac.uk/postgraduate/info/englang

2.3 The Offer may be conditional or unconditional. This will be set out in the offer letter sent to you. If the Offer is conditional, we will set out the conditions of the offer which you will need to fulfill in order to be admitted on to the Course.
2.4 Offers of entry will be made through UCAS (for undergraduate applicants) and by email/letter (for postgraduate applicants).

3. **Meeting the conditions of an Offer**

3.1 If you have been issued with an Offer which is conditional on achievement of a qualification or other requirement, you will need to fulfill the conditions to receive an unconditional offer.

3.2 If you have not fulfilled the conditions of your offer of entry before the 31 August prior to the start of the academic year, we reserve the right to withdraw the Offer or to defer your application to the next year of entry. Please note that applicants for postgraduate research studies are exempt from this deadline.

4. **Changes to an Offer**

4.1 We reserve the right to make changes to the Offer at any time before you accept it. In the unlikely event of any change being made to the Offer, we will inform you immediately and issue an updated Offer.

4.2 If we wish to make any changes to an Offer after you have accepted the Offer (other than changes to a Course which are explained at paragraph 5 below), we will enter into a dialogue with you to explain the situation and agree any changes.

5. **Changes to the Course**

5.1 We reserve the right to make variations to the entry requirements, contents or methods of delivery of Courses, to discontinue Courses and to merge or combine Courses, if we consider such action to be reasonably necessary.

5.2 In the unlikely event of such changes happening, we will endeavour to inform you at the earliest possible opportunity.

5.3 If we decide to discontinue any Course, we will assist you in finding a suitable alternative course and will take steps to minimise any disruption which results from such a change.

5.4 Should industrial action or other circumstances beyond our reasonable control interfere with our ability to deliver the Courses in accordance with the descriptions set out in our Prospectus, we will use reasonable endeavours to minimise the resultant disruption to those educational services.

6. **Accuracy of application information**

6.1 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
6.2 We may withdraw or amend any Offer, without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information.

7. Conditions of admission

7.1 Your admission to the University of Sheffield is subject to you complying with the terms of the Contract and our registration procedures and subject to you observing our Charter, Statutes, Ordinances and Regulations. These documents are available for you to review at: www.sheffield.ac.uk/calendar

7.2 When you register for your Course, we will require satisfactory evidence of your ability both to pay tuition fees and to support yourself during your period of study. If you are unable to provide such evidence you may be granted temporary registration by the registrar and secretary. A temporary registration period shall lapse if the evidence is not provided within three weeks. Further information about paying your fees can be found at: www.sheffield.ac.uk/ssid/fees/payment

7.3 We require satisfactory evidence of your qualifications (including English language qualifications if required). Before admission, you will be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation. Undergraduate applicants for whom we have received results via UCAS will not need to provide original certificates.

7.4 Where admission to the Course is dependent on an enhanced CRB disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the Head of Department has been obtained. Any registration may be revoked in the case of an unacceptable disclosure.

8. Intellectual Property

Subject to the provisions of our regulations on intellectual property rights, you may assign all intellectual property generated by you throughout the Course to us and we shall have no liability to you (including, without limitation, any liability to make payment) in respect of such intellectual property rights. Our regulations on intellectual property rights can be found at: http://calendar.dept.shef.ac.uk/calendar/08_regs_relating_to_Intellectual_Property.pdf

9. Data protection

Personal data on your application will form part of your student record. Personal data for applicants who are not admitted to the University as students will be deleted after two years. By entering into the Contract with us, you are giving us the right to hold and process your personal data including some sensitive personal data. We will process your personal data in accordance with the Data Protection Act 1998 and our policies on data protection and data processing. For full details of our data protection policies, please visit: www.sheffield.ac.uk/cics/dataprotection
10. **Distance Selling Regulations**

In certain circumstances, our admissions process is subject to the Consumer Protection (Distance Selling) Regulations 2000 – this will be the case where the Contract between you and us is made exclusively by means of distance communication (for example via e-mail). Where this is the case, you may cancel the Contract by informing us in writing within seven days of you accepting the Offer. If you cancel the Contract in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible but in any event within 30 days of us receiving your written notice of cancellation.

11. **General**

11.1 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, arrangements and understandings between you and us whether written or oral, relating to its subject matter.

11.2 If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.3 No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

11.4 The terms of the Contract shall not be enforceable by any party who is not a party to it.

11.5 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.6 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).