



Faculty of Engineering and Physical Sciences International Summer Schools 2021 Entry TERMS AND CONDITIONS

This document sets out the terms and conditions upon which an applicant to the Faculty of Engineering and Physical Sciences International Summer Schools (“Summer School”) may be made an offer or enrolled on our programmes. We will review and, if appropriate, update aspects of these terms and conditions annually. If the changes affect you directly, you will be notified.

In this document the terms “we”, “our”, “us” and “the University” refer to The Queen’s University of Belfast, and the terms “you” and “Student” refer to the applicant to the Summer School.

Introduction

1. The following terms and conditions, together with the regulations and policies listed at Annex A, are referred to collectively as the “Terms”. The Terms provide you with information about the University’s policies and regulations. They also define our obligations to you and your obligations to us.
2. These Terms form part of the contract between you and the University (“the Contract”). Acceptance on to a Summer School is not confirmed (and the Contract formed) until payment of the Summer School Fee is received by the University, at which point both parties become bound by these Terms. It is therefore important that you read these Terms carefully and make sure that you understand them before accepting your offer.
3. The University and the Student agrees to abide by the Terms set out below and the policies set out at Annex A.

Applications

4. After evaluation of your application, if you have been accepted on to the Summer School programme we will send you the conditional invitation, following which you will be asked to pay the Summer School fee of £250. The deadline for the payment of the deposit is Friday, 18 June 2021. If your payment is not received prior to this date, your place may be offered to someone else. Students will not be permitted to participate in the Summer School if payment is not made in full by the booking deadline. The University reserves the right to cancel a booking if payment is late.
5. The deadline for the submission of applications is Friday 21 May 2021.
6. Applications should be made online at the Summer School website. Correspondence will be via email so please check your email account for responses regularly. If you have submitted an application as part of a group booking, correspondence will be via your University’s coordinator.



7. The Summer School fee includes:

i. Tuition Fee at £250

- All tuition
- On line Course materials
- Certificate

Cancellation and Refunds - Student Cancellations

8. A Student may terminate the agreement (and with agreement of their home institution) and withdraw from the Summer School by emailing to epssummerschool@qub.ac.uk.

9. Refunds will be applied in accordance with the table below. The date of withdrawal is the date the University receives your cancellation in writing.

10. In exceptional circumstances and at the sole discretion of the University, a cancelled booking may be considered for a refund where a refund is not due. Students are required to demonstrate, with supporting evidence, extenuating personal circumstances (for example, illness or bereavement) which prohibit them from enrolling and engaging on line .

11. Cancellation Charges

	Date of Withdrawal	Tuition Fee Refund
Tuition Fees	More than 30 days prior to the start of the Summer School	We will refund all fees
	Less than 30 days prior to the start of the Summer School	No refund

Summer School Cancellations

12. By accepting the offer of a place on the Summer School at the University, you confirm and declare that all information you have provided to us is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or relevant information has been omitted, your offer may be amended or withdrawn. The Contract and your registration at the University may, therefore, be terminated.

13. Subject to your right of internal appeal and any requirement to pay fees, your obligations under the Contract will end if your application is withdrawn or your studies with the University are terminated. Termination may occur because:

- a. A request from us for additional information in support of an application or enrolment remains unanswered within the period stipulated;
- b. You fail to enrol with the University and/or pay outstanding fees
- c. We have reason to reasonably believe that you are not fully engaged with your studies, or



that you may have left the programme without notifying us;

- d. Action has been taken against you in accordance with our Conduct Regulations: <http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/ConductRegulations/> or Procedures for Dealing with Academic Offences: <http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/Procedures/ProceduresforDealingwithAcademicOffences/>;or

14. In addition, we may end the Contract by written notice to you if:

- a. There is a change in your circumstances between accepting an offer and starting your programme, which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
- b. We become aware of information about you which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for you to study on your programme; or
- c. You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to your application for your programme

15. We may make changes to or cancel the Summer School (and accordingly this Contract) at any time immediately upon giving written notice to you if (i) there are not enough applicants enrolled and it is not commercially viable, in the reasonable opinion of the University, to run the Summer School; or (ii) there are other events or circumstances beyond the University's reasonable control which cause us to cancel the Summer School, including but not limited to any of the specific events listed at clause 29. We will notify you of a cancellation or significant change, and the options which are available to you, by writing or e-mail, no later than twenty-one (21) calendar days before the commencement of the Summer School. If you have made a payment at the time of such cancellation, we will offer you an alternative course or refund in full the fees paid by you. Other than this, we will not accept liability for costs incurred by you or any third parties as a result of a Summer School being cancelled, changed or postponed.

The Code of Student Conduct

16. If you are accepted to study on a Summer School course, you will be required to comply with the University's Student Charter and Student Conduct Regulations. These regulations set out expectations for student behaviour and also the procedures used by the University in order to resolve matters when students' behaviour is unacceptable. If you fail to comply with the regulations, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the Summer School's employees or contractors, or brings the Summer School into disrepute through your actions, you may be subject to the University's disciplinary procedure and we reserve the right to remove you from the Summer School or exclude you from the Summer School's premises and/or, where appropriate, any accommodation provided to you.



Complaints

17. Any complaints about the Summer School programme should be made in writing and sent (via email) to eps Summerschool@qub.ac.uk. Formal complaints will be dealt with in accordance with the University's complaints procedure which can be found on the University website. The University aims to resolve any complaints you may have as promptly, fairly and amicably as possible.

Students with disabilities

18. The University is committed to a policy of equal opportunity to Higher Education and we seek to ensure that students with disabilities and/or long-term conditions have equitable access to all aspects of Summer School life. We will, therefore, take all reasonable steps to ensure that all students can benefit from the Summer School. Implementation of reasonable adjustments and provision of support is guided by the Special Educational Needs and Disability (Northern Ireland) Order 2005, Section 75 of the Northern Ireland Act 1998 and other relevant legislation.

19. The Summer School will seek to reasonably support students who declare a disability. Applicants are strongly encouraged to inform the University of a disability during the application process in order to give sufficient time to have any reasonable adjustments in place for the start of the Summer School.

Insurance & Liability

20. The University shall have no responsibility or liability for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by another of our students or by any person who is not our employee or authorised representative.

21. 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, in performance of any contract with you, if it is due to any event beyond our reasonable control including, but not limited to:

- a. Strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
- b. Acts of God;
- c. Pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
- d. Governmental requisitioning, emergency planning or provision;
- e. War, protests, fire, flood, storm, tempest, explosion;
- f. An actual, suspected or threatened act of terrorism;
- g. Riot;
- h. Civil commotion;
- i. National emergencies;
- j. Breakdown of plant or machinery;
- k. Actions or defaults of placement providers; or



I. Default of suppliers or sub-contractors.

Each of the provisions above is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect. In all such incidences reasonable steps will be taken to minimise the disruption to our services and any adverse impact to you.

22. The University will only be liable to you for any direct loss or damage you suffer that is a reasonably foreseeable result of our breach of the Contract or if we fail to carry out our obligations under these Terms to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. The University will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of these terms and conditions or if they were contemplated by you and us at the time we entered into this agreement. In no event shall the University be liable for any indirect or consequential loss or damage howsoever caused.

23. The University's aggregate liability to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School; any negligence; any breach of these Terms, or arising in any other way out of the subject-matter of these Terms, is limited to the amount of fees received from or on behalf of you in respect of the Summer School.

24. If the performance by either the University or you of any obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond either party's reasonable control, including but not limited to war, civil disturbance, riot, terrorism, natural disasters such as storms, floods, lightning, explosions, fires etc, that party will not be in breach of this Agreement because of that delay in or prevention of performance. However, if the delay in or prevention of performance is more than 3 months, the other party may terminate this Contract with immediate effect by giving written notice.

Your Data

25. Any personal information provided by you may be processed by us in accordance with the provisions of the EU General Data Protection Regulation, the Data Protection Act 2018 and our Data Protection Policy which can be found at <http://www.qub.ac.uk/Discover/About-Queens/Leadership-and-structure/Registrars-Office/Policies/>.

26. Details of why we collect your personal data, how we collect this and what we do with your personal data, can be found in our Student Privacy Notice available from our website at:



<http://www.qub.ac.uk/Discover/About-Queens/Leadership-and-structure/Registrars-Office/Information-Compliance-Unit/Data-Protection/>.

For more information in relation to processing or data sharing by the University, please email info.compliance@qub.ac.uk.

General

27. The Contract constitutes the entire agreement between the University and you in relation to its subject matter. If there is any inconsistency between these Terms and the other documents forming part of the Contract, the provisions of these Terms shall prevail. These Terms shall only be enforceable by the University and you.

28. You should visit our website regularly to review any amendments to the regulations and policies referred to in the Terms. We will take reasonable endeavours to draw your attention to any significant changes to regulations and policies.

29. Any failure or delay by us to exercise any right or remedy under the Contract, or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

30. If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

31. The Contract is personal to you; you are not permitted to transfer it, or assign any of the rights and obligations under it, to a third party.

32. The Contract does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

33. Clauses within this contract may be subject to the United Kingdom's changing relationship with Europe.

Law and Jurisdiction

Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland.



Annex A: regulations and policies applying to students

1. Student Misconduct Procedures – there are two student misconduct procedures, one covering academic misconduct (Procedures for Dealing with Academic Offences, <http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/Procedures/ProceduresforDealingwithAcademicOffences/>), and the other non-academic misconduct (Conduct Regulations, <http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/ConductRegulations/>). These apply to all students of the University.
2. Data Protection Policy (<http://www.qub.ac.uk/Discover/About-Queens/Leadership-and-structure/Registrars-Office/Policies/>) – this policy sets out how the University holds and processes personal data.
3. Information Security Policies (<http://www.qub.ac.uk/directorates/InformationServices/Services/Security/#Policies>) – these policies are intended to provide a framework for the use of the University's Information Technology resources. Application of these should be interpreted as having an all-encompassing remit to include new and developing technologies and uses, to which explicit reference may not be made.