



Cranfield University Offer Terms and Conditions

Introduction

1. This document governs the relationship between you and Cranfield University (also referred to herein as “Cranfield” or “the University”), and sets out the contract terms between you and us (“the Terms and Conditions”).
2. These Terms and Conditions apply following your acceptance of an offer of a place at the University, and govern the legally binding contract you and the University enter into upon your acceptance of any offer.
3. In addition to this document, the following documents also form part of the overall Terms and Conditions which you agree to observe:
 - a) Your offer letter, including any specific conditions of offer;
 - b) The University’s Tuition Fee Policy https://www.cranfield.ac.uk/-/media/files/corporate_documents/tuition-fee-governance-policy.ashx
 - c) The laws of the University (as set out in Senate Regulations, Senate Handbooks and other policies and procedures) as updated from time to time;
 - d) Your Programme/Course Specification.

University Laws

4. In accepting an offer of a place at Cranfield University you are agreeing to comply with:
 - a) the provisions of all the Laws of the University that concern registered students (as set out in Senate Regulations, Senate Handbooks and other policies and procedures) as updated from time to time;
 - b) the policies and procedures set out in the Undergraduate and Postgraduate Students’ Handbooks which are updated and issued annually, including the student code of conduct, and for apprentices the section on apprenticeship students which you are required to read.
5. In addition to complying with these terms, the University is also required to comply with various legal duties, for example:
 - a) The Equality Act 2010, which includes 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.
 - b) The Education (No 2) Act 1986 and the Higher Education (Freedom of Speech) Act 2023 which contain measures to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers.
 - c) The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism.

- d) The Data Protection Act 2018, which sets out how organisations may process individuals' personal data.
- e) The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers' interests, which can include the interests of students and applicants.
- f) The Higher Education and Research Act 2017 which sets out provision about higher education and research.

These legal duties can change if the law changes.

- 6. The Laws of the University can be found at:
www.cranfield.ac.uk/about/governance-and-policies
- 7. The Student Handbooks along with other Senate Handbooks can be found at:
www.cranfield.ac.uk/about/governance-and-policies/quality-assurance
- 8. The University's Student Protection Plan can be found at:
www.cranfield.ac.uk/-/media/files/corporate_documents/student-protection-plan.ashx
- 9. Please note that the Laws of the University, the Student Handbooks, 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

- 10. Tuition fees are payable annually in advance. 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.
- 11. 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 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.
- 12. 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.
- 13. 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.

14. For some research courses, an additional Direct Operational Cost may apply if the project is likely to require particularly expensive consumables. These costs, where applicable, will be outlined during the application process and will be included in the offer letter.
15. 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.
16. 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 site.
17. The tuition fee does not include accommodation costs, or materials required of you for your private study.
18. Failure to pay your tuition fee may result in the early termination of studies.
19. 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 from the provisions set out in the University's Tuition Fee Governance Policy and 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.
20. A deposit may be required to secure a place on your course 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 as approved by the University's Financial Controller. 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.
21. Further details can be found in the University's Tuition Fee Governance Policy: https://www.cranfield.ac.uk/-/media/files/corporate_documents/tuition-fee-governance-policy.ashx

Apprenticeship students

22. For Level 6 and Level 7 Apprenticeships, levy paying employers may use their apprenticeship service account to fund your training course, up to the funding band maximum. Non-levy paying employers 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 is 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.

23. Please note that your employer must connect to the Department for Education (DfE) Digital Apprenticeship Service (DAS) prior to the commencement of your apprenticeship and shall be liable for the full or part of your training fee which cannot be recovered by the University from the DfE. Further information with regards to financing an apprenticeship can be found at www.cranfield.ac.uk/about/apprenticeships/employers-financing.
24. As an apprentice both you and your employer are obligated to comply with the current DfE Funding Rules (as at the start of your apprenticeship) for the duration of your apprenticeship - <https://www.gov.uk/guidance/apprenticeship-funding-rules>.
25. The DfE requires the establishment of an agreement between the employer and the University. We therefore require that your employer signs our Apprenticeship Training Services Agreement, which sets out our relationship. Additionally the DfE requires the preparation and acceptance of a Training Plan between your employer, you and the University; and an Apprenticeship Agreement between yourself and your employer. The University requires a signed copy of all such agreements before the start of the apprenticeship. Copies of our legal forms are available upon request.

Other Expenses

26. 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 Postgraduate Research Studentship is subject to the acceptance of the University's separate studentship terms and conditions.

Intellectual Property Rights

27. Intellectual property rights (as used in these terms and conditions) 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.
28. Where you generate IP in the course of your study or research, you will own that IP in your own right unless there is a signed agreement to vary this, which typically happens when one of the following applies:
- a) You are enrolled to complete a research-based programme (PhD or MSc by Research) that is wholly or part funded by an external sponsor, or by a grant obtained by Cranfield or sponsored by Cranfield. In these circumstances, you will be required to assign IP to the University or to a sponsor.
 - b) You generate IP jointly with University Employees or Visitors.
 - c) You are, or have the status of, University Employee (in which case you are treated by the University and the law as employees).
29. In the above listed circumstances, students will be required to assign IP to the University (or if relevant their sponsor) by means of an agreement and, in respect of revenue generated by that IP, the student will be treated on the same basis as University Employees.

30. Where your work is the result of publicly-funded research, it is an expectation that the reports, publications or other outputs will be placed in the public domain.
31. You should also note that if and when you undertake work sponsored by a commercial partner or similar organisation, you will be required to observe all conditions of Cranfield's contract with the Sponsor, including confidentiality.
32. You may not use "Cranfield University" or its logos for private businesses or enterprises (including student societies) without written permission.
33. The University's full Intellectual Property policy can be found here:
<https://www.cranfield.ac.uk/-/media/files/rio/research-related-policies/curiopolicy50v6-intellectual-property.ashx?la=en&hash=D446CCB3A521DC722B544A29D6AA8156D13C0F44>

Duration of Study

34. 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 modules 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 15).
35. The duration of any specific apprenticeship will be detailed and agreed by all parties within the Training Plan and will detail all key dates, where an apprentice requires to take a break in learning then a new end date will be calculated and agreed upon return to studies.
36. Please note that you may 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

37. Except where agreed otherwise in writing, an offer of admission will remain open for 28 days 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 38, 39, 40 and 44).

Withdrawal of Offer

38. 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.
39. 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.

40. 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 or loss 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

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

Proof of Identity and Qualifications

42. 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

43. 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 you will be unable to register as a student. Once registered if you do not comply with the terms of any visa or other permission or your visa or permission expires or is revoked 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 site

44. If you have applied for a course at the Shrivenham site your offer (and registration) is subject to appropriate pre-arrival and on-going security clearance to attend a UK Ministry of Defence (MOD) site. This will also apply to any modules or part-modules at the Shrivenham site that are otherwise part of courses mainly delivered at the Cranfield campus. Usually the clearance required will be Shrivenham Station Baseline Personnel Security Standard (BPSS) Courses/Visitors/Employment (Annex D to SSSO 40) or equivalent but may be revised from time to time dependent on local site or national security requirements. Inability to access the Shrivenham site 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.

Data Protection

45. 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 as set out in the University's

Student Privacy Notice The University is committed to ensuring that the personal data of its applicants, students and alumni is handled in accordance with UK data protection legislation. The University's Privacy Policy can be found here: <https://www.cranfield.ac.uk/about/governance-and-policies/policies-and-regulations/privacy-notice>.

The Student Privacy Notice can be found here: https://www.cranfield.ac.uk/-/media/files/corporate_documents/student-privacy-notice.ashx?la=en&hash=A57C5410F2C911363E86051BFE6F218777D1B02B

Support for Students with Disabilities or Learning Differences

46. If you have a specific learning difference, disability, mental or physical health condition that may impact your studies, please contact the Student Wellbeing and Disability Support service for advice and guidance on the support available. All requests for support will be considered in line with the criteria for 'reasonable adjustments' as outlined in the Equality Act 2010, and we encourage you to let us know as soon as possible so that we can ensure that adjustments can be put in place at the earliest opportunity.

Proper Law and Jurisdiction

47. 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

48. 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.
49. 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 50 below.
50. The University reserves the right to make variations to the delivery of a course of study due to circumstances outside of its control (as listed in paragraph 53) 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 or overall student 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

51. Nothing in these terms shall limit the University's liability to you:
- a) for death or personal injury resulting from negligence (as defined in the Consumer Rights Act 2015);
 - b) for fraud or fraudulent misrepresentation;
 - c) under the Equality Act 2010;

- d) under section 57 of the Consumer Rights Act 2015.

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

52. For the purposes of paragraph 51 'University' also includes the officers, employees and agents of the University, and that paragraph 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.
53. The University shall not be liable to you for the impact of events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care, as long as we have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include: strikes and other industrial action by non-University staff; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems. Should any such circumstances arise, we will take reasonable and proportionate steps to mitigate the impact on students, which may include making changes to your programme and university services and facilities in line with paragraphs 48-50. We will also take such reasonable and proportionate steps in the context of strikes and industrial action by university staff.
54. The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third party.

Notices

55. These Terms and Conditions are personal to you and the rights under these terms and conditions may not be transferred to anyone else.
56. Each paragraph of these Terms and Conditions operates separately. If any part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.

Document control

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