Terms of Admission for Foundation Year students at the University of Cambridge: October 2022 entry

Application of these terms

1. If you accept your offer for study at Cambridge, you agree that these Terms of Admission apply to your relationship with the College offering you a place (“your College”) and the University.

2. Please note that some of these Terms (paragraph 36) relate to conditions you will need to meet before you are able to take up your place.

3. The Terms of Admission are reviewed annually. These Terms of Admission will then govern your relationship with your College and the University until you cease to be a Foundation Year student.

Membership of the University and your College

4. As a student at Cambridge you will be a member of and have separate but interdependent relationships with both the University and your College.

5. You must remain a member of a College throughout your course and it is important to be aware that:

   (i) Admission to both your College and the University is managed through your College and the University. The Colleges are independent of the University, and of each other. You cannot normally move to another College after matriculation (please refer to paragraph 18 of these Terms where we explain the matriculation process).

   (ii) You will be unable to pursue your course if either your College or your University membership is terminated for any reason, including for breaches of College or University regulations on student discipline and conduct.

   (iii) You must adhere to the Statutes and Ordinances, and other rules, regulations, procedures and policies of both your College and the University, as notified to you now or as set out on the University or College website (as amended, updated or supplemented from time to time in accordance with these Terms of Admission). This includes matters relating to discipline, capability to study and fitness to practise for certain regulated professions. Permanent or temporary exclusion, arising from breaches of Statutes and Ordinances, or other rules, regulations, procedures and policies of either your University or your College will result in your being unable to pursue your studies at both the University and your College.

   (iv) University and College rules, regulations and policies are reviewed regularly and may be amended, updated or supplemented from time to time: the University and College websites will always reflect the current procedures (see Annex).

   (v) Attendance at the small group tuition sessions (“supervisions”) and any other support organised by the University or your College is an essential part of your studies. You must pursue your studies diligently as advised by your College Director of Studies and your Tutor. You may be prevented, subject to applicable appeal procedures, from continuing your course at the University if your academic performance is judged by your College or the University to be unsatisfactory.

Fees

6. Fees cover the core provision of your course. In broad terms, your College is responsible for providing some supervisions, libraries and local support mechanisms for your general welfare, whilst the University
organises lecture programmes, some supervisions, practicals, libraries, University-wide support services, examinations and the award of degrees.

7. Your offer letter confirms that your fees for this course have been waived by the University. The fees waived amount to £9,250.

8. As stated in paragraph 7, you will not have to pay a tuition fee for this course. This fee waiver is based on the information that we have received directly from you or from UCAS about your eligibility for the Cambridge Foundation Year. If you are found to have provided false or misleading information, you could be liable for the full tuition fee for the Cambridge Foundation Year and you will normally be withdrawn from the course. The University reserves the right to suspend you immediately pending any investigation or disciplinary proceedings.

Additional costs

9. You may need to meet additional costs for field trips and excursions and placements. The University has highlighted this in the advance information given about the course on its website (https://www.undergraduate.study.cam.ac.uk/courses). In addition, there may be minor costs incurred, including personal resources for study (computer, books, stationery, calculator etc.) and personal safety equipment (lab coat, safety spectacles etc.) which remain your property.

10. The University of Cambridge will provide you with a scholarship in three instalments linked to your studies on the Foundation Year. The value of the scholarships available is set out in your offer letter and we expect it should be sufficient for your additional costs during the programme. Neither the University nor your College accepts responsibility for any personal debt you may incur.

11. You will be expected to have appropriate finances to support all your living costs. These finances include (but are not limited to):

- accommodation (either provided through your College or privately, and involving combined or separate costs for rent, utility services such as gas, electricity and access to phone and internet systems, and payments for other services such as kitchens, laundries, gym etc.);
- food (whether provided by your College or through self-catering);
- personal expenses while you are in Cambridge (e.g. clothes, leisure activities, travel, membership of clubs and societies etc.); and
- travel to and from Cambridge.

Changes to your course and related services and facilities

12. The University and your College will provide the teaching and related educational and other services and facilities required for your course as described on the University website (https://www.undergraduate.study.cam.ac.uk/courses) immediately prior to the date you accepted your offer of a place, and the material information referred to in your offer letter.

13. Each of the University’s Faculties and Departments may provide additional information to supplement the material information (outlined in paragraph 11 of these Terms) in the prospectus and in handbooks (available in print and online). The University will endeavour to ensure that this further information on the course is accurate and as described in these documents but given these are published in advance you should check the University website as per paragraph 11 which will be up-to-date.
13. However, there may be circumstances outside the University’s and/or your College’s control which may make it necessary to make changes to your course or to related educational and other services and facilities or buildings. The University and your College will act reasonably in the circumstances to ensure that the changes are kept to a minimum and will make you aware as soon as reasonably practicable of such changes (see paragraphs 13(ii) and 13(iii)).

(i) The circumstances where such changes may arise are as follows:

- unanticipated staff changes, sickness, absence or unavailability for other reasons;
- developments in the subject area;
- feedback from you or other students; or
- changes to the requirements or guidance of a professional, statutory, regulatory or accrediting body.

The changes that the University or your College may make as a result of the above circumstances are to:

- the content, structure, timetable and syllabus of a course;
- areas of research or other project;
- the identity of supervisor(s) or arrangements for supervisions;
- the availability, duration, location and content of placements and other work-based learning opportunities;
- the method, location, timetable and amount of teaching, lectures, seminars, supervisions and any other forms of instruction;
- the method and content of assessments and examinations;
- the delivery of services and facilities in a different way, from a different location or online or by replacing them with alternative but equivalent services and facilities.

(ii) The University will consult students, through the formal student representation channels, on the impact of any substantive changes to your course prior to implementation. Any substantive change to a course requires approval by the University’s Education Committee, in line with policies and procedures approved in advance by that Committee. That Committee is always concerned to ensure that no student is disadvantaged by any course change. The Education Committee includes student representatives.

(iii) You will be notified of these changes by the University, or by your College, as soon as reasonably practicable. They will if necessary draw your attention to opportunities to register a concern or complaint about the changes.

Changes to Statutes, Ordinances, Regulations and Procedures
17. The University and your College reserve the right to add to, delete or make reasonable changes to the Statutes and Ordinances, and other rules, regulations, procedures and policies where, in the opinion of the University and/or your College, this will assist in the proper delivery of education.

Changes are usually made for one or more of the following reasons:

(a) to ensure they are fit for purpose;
(b) 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;
(c) to incorporate sector guidance or best practice;
(d) to incorporate feedback from students; and/or
(e) to aid clarity or consistency of approach.

Wherever possible, the University or your College will consult students, through the formal student representation channels, on the impact of any substantive changes prior to implementation.

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 or your College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University and your College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Statutes and Ordinances, and other rules, regulations, procedures and policies before they take effect, or by phasing in the changes, if appropriate.

The updated Statutes and Ordinances, and other rules, regulations, procedures and policies will be made available on the University’s or College’s website and may be publicised by other means so that students are made aware of any changes.

Matriculation
18. On arrival you will be enrolled into the University through a process which in Cambridge is called “Matriculation”. This requires you to sign the following declaration within four weeks of your arrival:

‘I promise to observe the Statutes and Ordinances of the University as far as they concern me, and to pay due respect and obedience to the Chancellor and other officers of the University.’

By taking up your place at the University of Cambridge you agree that you will sign this declaration on Matriculation, which refers to the Statutes and Ordinances of the University in force and which are amended from time to time. The current Statutes and Ordinances can be found on the University website (see Annex for a link to these). These are under continual review and changes to the Statutes and Ordinances are highlighted at this same website.

Matriculated students have access to such University services as the Careers Service, the University support and wellbeing services and University sports facilities.

Computing Facilities
19. By taking up your place at Cambridge you agree to sign the following declaration in order to access the University’s computing facilities, which will provide access to the internet, your University e-mail account, and information which is available only to University users:

“I have read the rules and understand that allocations of computing resources are made and may only be used subject to the Rules issued from time to time by the University of Cambridge Information Services Committee, and I agree to abide by such rules. (The Rules and Guidelines on the use of University Information Services facilities are on the World Wide Web, see https://help.uis.cam.ac.uk/policies/governance-and-policy-documents).

N.B. It is sometimes the case that system staff will need to look at your account(s) or how you access your account(s) to solve system problems, because of suspected misuse of your account or to enable the legitimate business of the University to continue in your absence.”
You will not be able to pursue your studies effectively to obtain your degree without access to the University’s Information Services. Please note that these rules may change between now and the date of your matriculation: you are advised to re-read them close to that date.

**Intellectual Property Rights in your work**

20. Ownership of intellectual property (IP) rights (broadly defined, whether registrable patents or not) in material devised, made or created by you normally rests with you; and the University does not ordinarily claim the ownership of such intellectual property rights. However, you need to be aware that this is not always the case and that the University or a third party will claim ownership where:

(i) IP rights are allocated to the University or funders by grants or contracts for research funding or student sponsorship; or

(ii) IP rights are owned by third parties; or

(iii) working in collaboration with others (e.g. University staff) you jointly devise, make or create joint or interdependent intellectual property; or

(iv) legislation, regulations or ethical guidelines apply e.g. where the use of data is derived from human subjects (e.g. clinical trials) or to personal data.

In such circumstances, relevant third party terms will apply to your work whether or not you have explicitly agreed to them. It is therefore important before you accept a place at the University and before you start work on a research project or join a research group, that you check any relevant third party terms and consider how such terms will affect the treatment of intellectual property that you create.

If you have any concerns, including not receiving any information about intellectual property rights, you must raise them with your proposed supervisor or the Foundation Year so that you understand how intellectual property which might arise from your studies, research or project(s) will or may be treated.

The University endeavours where possible to ensure you retain the right to use intellectual property in academic teaching, publications and academic research.

The Regulations on Intellectual Property Rights in [Chapter XIII of the University’s Statutes and Ordinances](https://www.cam.ac.uk) as amended from time to time set out how intellectual property rights are managed.

**Data Protection**

21. When you applied to become a student you were told how the University and the relevant College(s) would use your personal information (meaning any information which relates to or identifies you as an individual) to process your application and for related purposes.

22. Further statements (from both the University and your College) setting out how your personal information will be used when you are a student are identified in the Annex. Please note, however, that these statements may change between now and the date of your matriculation: you are advised to re-read them on the websites close to that date.

23. By taking up your place to study at Cambridge, you acknowledge that the University and your College will use and process your personal information in accordance with these statements. In addition to the information published there, when you use specific services and facilities offered by the University or your College, you will be told about any other uses of your personal information.
24. While studying at Cambridge, you may need to use and handle the personal information of others in connection with your studies and research. You acknowledge that you will handle any such personal information carefully and securely, and in accordance with any reasonable guidance and direction you may receive.

Complaints
25. If for any reason you wish to complain about any aspect of your University experience, the formal procedure is contained in Section 26 of Chapter II of the University’s Ordinances. However, if you have concerns, it is advisable to raise them as soon as possible with your College Tutor or Director of Studies, or to the part of the University concerned, to see if the matter can be resolved more quickly and easily through informal channels. Further information on complaints, and on making appeals in relation to examinations, can be found on the University website (see Annex).

26. If you have a complaint about your College, or wish to make a complaint about the admissions process, you should consult your College website for information as to how to bring a complaint (see Annex).

27. You may be able to refer a complaint to the Office of the Independent Adjudicator for Higher Education in England and Wales if the complaint falls within its remit and you have exhausted all internal College and University procedures.

Student misconduct, including physical misconduct, sexual misconduct and abusive behaviour
28. The University and the Colleges are committed to providing an environment that is free from discrimination and affirms the rights of all of their members to be treated with dignity and respect. Any form of physical misconduct, sexual misconduct or abusive behaviour (including harassment of any kind) of one member of their community by another will not be tolerated, irrespective of whether these happen within the University precincts or online or anywhere during the course of a University or College activity. Allegations of these forms of behaviour are taken very seriously and the University and/or your College following an investigation may take action, including disciplinary action, in response to a complaint from a student.

29. The University has specific policies regarding student misconduct, which can be accessed on its website (see Annex).

30. The relevant University and College procedures are reviewed regularly: the websites will always reflect the current procedures.

Discipline
31. The University’s regulations on disciplinary matters comprise Section 20 of Chapter II of the University’s Ordinances (see Annex). These include Rules of Behaviour, which apply from the date you accept your offer. Breaching the University’s rules of Behaviour can result in sanctions and/or measures, including the removal of academic awards or permanent exclusion from the University.

32. The University’s Rules of Behaviour also include specific provisions relating to academic misconduct, such as cheating in examinations, the use of contract essay services and other forms of plagiarism, e.g. attempting to pass another person’s work off as your own. Further guidance on the University’s policy against plagiarism can be found on the University’s website (see Annex). Your matriculation at Cambridge
is deemed as acceptance of the University’s right to apply specialist software to your work in examinations and during the course of your studies to aid in detecting such academic misconduct.

33. Your College has its own arrangements regarding discipline, which will be available on its website (see Annex). In exceptional circumstances, your College may apply its disciplinary procedure to applicants holding an offer of a place, which may result in outcomes up to and including the revocation of that offer.

Support and capability to study

34. If the University has a concern that your behaviour is adversely impacting your welfare or academic progress, or the welfare of others within the collegiate University community, or has the potential to do so, then you may be referred to the Procedure to Support and Assess Capability to Study. This procedure can result in an assessment by a Study Capability Assessment Committee, which will include a medically qualified person. The Committee may request that you attend a consultation with a relevant expert as part of an investigation of the circumstances. If you choose not to attend a consultation, this may result in the Committee considering you pose a high risk either to yourself or to the collegiate University community and take appropriate action. You will have the right to attend, be represented and present information to the Committee in writing and orally. The Committee will determine how and whether you continue your studies. The Procedure to Support and Assess Capability to Study is highlighted in the Annex.

35. Your College will have its own arrangements as regards “fitness to study” that are available on its website (see Annex).

Unspent Criminal Convictions

36. Having a criminal conviction(s) will not, of itself, prevent you from studying at the University. However, in certain circumstances you must provide full details of your criminal conviction(s) and, where applicable and available, provide copies of probation service or psychologist reports, so we can discharge our safeguarding duties and assess the risk posed to the wider University community. The circumstances for disclosure are as follows:

(i) If you have a ‘relevant’ and ‘unspent’ criminal conviction(s) at the time that you confirm your acceptance of this offer, you agree to provide full details of this to your College Senior Tutor within 7 days of the date of acceptance of your offer. Information on what constitutes a ‘relevant’ or ‘unspent’ conviction can be found at https://www.undergraduate.study.cam.ac.uk/applying/our-decision/unspent-criminal-convictions

(ii) You also agree that if at any time following your acceptance of your offer and during your time at Cambridge, you are convicted of any criminal conviction(s), you will immediately inform and provide full details to your College Senior Tutor and the Foundation Year of the conviction(s).

You also agree to allow the University and your College to share the details and any information concerning the criminal conviction(s) disclosed by you, and that the University and/or College may request further information.

The University and your College will assess the risks posed by your conviction(s) to students and the wider collegiate University community. Based on this assessment of risk, the University and your College may:
• Confirm your place on your course, provided that you meet any other conditions specified in your offer;
• Attach additional conditions of admission to or study on your course; or
• Cancel our offer and your acceptance.

Visas
37. If you require a visa to study in the UK, you are responsible for obtaining it and complying with its conditions. If you do not have valid immigration permission for study, you will not be able to start your course. If your permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your visa, the University may be required to inform UK Visas and Immigration and may require you to leave your course. If the University is sponsoring your student visa it will inform you separately of your obligations towards the University in relation to your visa. It is your responsibility to check that all the details on your Certificate of Acceptance for Studies (CAS) prepared by the University are correct and up to date before making your student visa application. The University accepts no liability for problems caused by incorrect information on the CAS. The University can only issue your CAS once you have met all of the conditions of your offer and your admission has been confirmed. Further information about the requirements relevant to students who require a visa can be found at www.internationalstudents.cam.ac.uk/immigration/student-visa

Other matters
38. There are certain elements of study at Cambridge of which students should be aware:-

(i) Each academic year is made up of three Terms, comprising respectively 80, 80 and 70 days. Within each Term a student must be in residence for, respectively, 60, 60 and 53 days, and the teaching period is concentrated into a specified period of that length, called Full Term. The work expected of students (including independent study) is therefore intense and students are expected to undertake further study in the vacations.
(ii) As well as being a member of a College, you are required to reside during Full Term within the University ‘precincts’, which extend to a three-mile radius of Great St Mary’s Church, unless you are given explicit permission otherwise by your College. Most students live in their College or in College-owned accommodation.
(iii) Normally undergraduates may not bring cars to Cambridge, although in certain limited circumstances a licence to bring a car may be obtained from the Senior Proctor (further information is available at https://www.proctors.cam.ac.uk/motor-control).
(iv) Term-time is demanding and you are discouraged from undertaking paid work during Full Term.
(v) All courses include supervisions on an individual basis or in small groups. These are organised by your College or the University and you are expected to attend them, and prepare and submit work to your supervisor as required.
(vi) Courses are not modular and do not carry “credits”.
(vii) Lecturers and class leaders normally own the intellectual property rights in their teaching materials. Students may not record lectures and classes without prior agreement (for example where adjustments are required for a specific learning need). Where sessions are recorded by the lecturer or class leader, you will be notified of this and given further information. You may not share or disseminate any recordings to which you are given access.
(viii) During your studies you may be given access to confidential information belonging to the University, academics, other students or third parties. This may incur a legal obligation to keep it confidential. In addition, the University or third parties with whom you interact as part of your studies may require
you to sign a confidentiality agreement. You may choose to seek your own legal advice if this is the case.

(ix) The University annually sets out guidance for its examinations (see Annex for the most recent issue). Examination resits are permitted only in certain circumstances linked to severe extenuating circumstances. You will be given a ‘Pass’, ‘Pass with Merit’, ‘Pass with Distinction’ or ‘Fail’ grade for the Certificate of Higher Education in Arts, Humanities and Social Sciences which is the qualification linked to the programme.

(x) Irrespective of what subject you study, you will (assuming you pass the necessary examinations) receive a Certificate of Higher Education in Arts, Humanities and Social Sciences. Your certificate will not specify your grades for each part of the course or subject, but transcripts setting out your course of study and results can be provided by the Student Registry.

Disability

39. If you have a disability, whether or not you have previously declared it, you may seek the confidential support of the Disability Resource Centre at any point. Members of staff from the Disability Resource Centre will not normally make further disclosure of your disability within the University or to your College without your consent. It may however affect the University’s and your College’s ability to make any required reasonable adjustments if information about your disability cannot be shared with those within the University and your College who are required to implement them.

Limitation on Liability

40. Nothing in these Terms of Admission shall limit the University’s or your College’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.

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

41. Subject to paragraph 40 above and any restrictions in statute or at common law affecting the ability of the University or your College to limit their liability, the aggregate liability of the University and your College under these Terms of Admission or otherwise in connection with your admission to the University and/or your College and/or the provision of your course and other educational or related services and facilities (including pastoral services) by the University and/or your College, whether arising in contract, tort (specifically negligence), statute, or in any other way, shall not exceed the total of the course fees paid and due to be paid by you in relation to your course, as defined in the letter from your College offering you a place.

42. For the purposes of paragraphs 40 and 41, the terms “University” and “College” also include officers, employees and agents of the University or your College, and those paragraphs may be enforced by such officers, employees and agents. It is not otherwise intended that any of these terms will be enforceable by any third party.

43. Neither the University nor your College will be liable for matters arising which are outside their control and which could not have been prevented even if reasonable care had been taken. 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, cyber-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. In particular, where such event(s) occur and change(s) in accordance with paragraph 13 are not possible or practicable, neither you nor the University nor your College will be liable to the other 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.

Incorrect or Incomplete information
44. The University and/or your College reserve the right to withdraw any offer made, prevent you from proceeding to matriculation or take disciplinary action which may lead to the termination of your studies if any of the information provided by you in relation to your application is found to be incorrect, incomplete or misleading, or if you fail to provide satisfactory information or evidence which confirms that you can meet one or more of the conditions contained in your offer letter.

Your Rights to Cancel
45. If you have concerns about taking up your place or pursuing your course, you should in the first instance contact the Admissions Tutor of your College who will be happy to discuss the matter and offer guidance.

46. If for any reason you do not wish to take up your place at Cambridge, you may cancel your place without penalty by informing the Admissions Tutor of your College, in writing (by letter or e-mail) at any time up to and including 14 days after the date on which you firmly accepted your offer of a place, that you will not be taking up your offer. You may instead use the Cancellation Form found at the following link, but you are not obliged to do so: www.cam.ac.uk/cancellation

General
47. If any provision of the Terms of Admission is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

48. If you breach these Terms of Admission and the University or your College chooses not to exercise any right which it may have against you as a consequence of that breach, the University or your College shall not be prevented from taking action against you in the future in respect of any other breaches by you.

49. The rights under these Terms of Admission shall not be enforceable by any party who is not a party to it, including any party that is responsible for paying your fees in whole or in part, and no such party shall have any rights under or in connection with the Contracts (Rights of Third Parties) Act 1989.

50. These Terms of Admission shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England.

Version 2022-1: This document was last reviewed by the University and the Colleges on 20 April 2022. It is expected that the next version of this document (for application in 2022-23) will be agreed and published no later than 31 January 2023.
**Annex: Links to important documents which form part of the Terms of Admission**

All of the following documents are available for you to download as PDF files. You are strongly advised to read them before you take up your offer. Please note that they are subject to change prior to you joining Cambridge and you are advised to re-read the documents nearer the point of admission.

**University documents**

The University is governed in accordance with Statutes and Ordinances ([http://www.admin.cam.ac.uk/univ/so/](http://www.admin.cam.ac.uk/univ/so/)). The sections which are most relevant to you are included in the list below.

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**College documents** (these links will be provided by your offering College)

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<td>Fitness to Study procedure</td>
<td></td>
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*If this table of College documents is not completed, please contact the College Admissions Office at the address outlined in your letter of offer, or otherwise to the College address which can be found at:*

http://map.cam.ac.uk/colleges