

Bangor University Terms & Conditions (2020/21 Academic Session)

The following terms & conditions apply to students who first enrol at Bangor University in the September 2020/2021 academic session (the “**Terms and Conditions**”).

It is very important that you read and understand these Terms and Conditions before you accept a place at Bangor University as they contain important information about your studies with us. Your particular attention is drawn to clauses 7 (obligations), 9 (Our liability to you), 11 (Variations to the Contract Terms and Conditions), 12 (Termination by us), and 13 (Termination by you).

Who we are. We are Bangor University (the “**University**”, “**we**” and “**us**”). We are a registered charity with charity number 1141565. Our address is below.

How to contact us. You can contact us by telephoning us or by writing to us at the following address or email address:

Email Address: student-admin@bangor.ac.uk

Telephone number: 01248 351151

Address: Bangor University, College Road, Bangor, Gwynedd LL57 2DG

1. What documents form part of our Contract?

3. How the Contract is formed between us:

Our Contract is formed and becomes legally binding at one of the three following points in time:

- i. When the applicant 'accepts' the offer of a place at Bangor University (Home / EU, undergraduate UCAS and postgraduate applicants);
- ii. When the applicant has 'accepted' the offer of a place at Bangor University AND pays the required deposit (international, overseas applicants); **OR**
- iii. When Bangor University 'accepts' the applicant in TRACK (Clearing applicants).

4. Conditions

The Contract is conditional on you meeting and continuing to meet the following conditions (all "**Conditions**"). Offers issued via UCAS Track also provide details of the dates by when you will need to have met specified Conditions. Offer Letters issued via the DA system note that the Offer remains valid until the specified date of registration, by which time all Conditions will need to have been met. In many cases, these Conditions will need to be met on an ongoing basis.

International students will need to have satisfied all conditions of the offer before the University can issue a Confirmation of Acceptance for Study (CAS).

It is your responsibility to ensure that all information you provide to us is true, accurate and complete and not misleading and remains true, accurate and complete and not misleading for the duration of your Contract. Please note that if we become aware at any time that information you have provided to us is not true, accurate and/or complete, and/or is misleading, or at any point information becomes untrue, inaccurate and/or incomplete, and/or misleading we may terminate our Contract with you in accordance with the Policy on Recruitment and Admissions, Section 6.15.

You must meet, and continue to meet, the following Conditions: item (i) 2 - (b) 2 (c) - 14 (d) a) 8 (d) 2 (h) 3 (e) 2 (f) 19 (f)

Consequences of not meeting Conditions

- f) If you fail to meet any of these Conditions, the University may terminate the Contract

- a) The University requires that students meet the standards of conduct defined by its regulations, see General Regulations for All Students, Code of Student Conduct and the Student Charter. The University will take disciplinary action when there is any breach of the regulations.
- b) Every student must promptly pay fees (as set out in your Offer) and applicable charges and fines. Fees must be paid in accordance with our Tuition Fees Policy. Where a student falls into debt for academic fees (tuition fees and other tuition-related fees where we specified these in your Offer) the University may apply sanctions including but not limited to: refusal to allow enrolment, withholding of University documents (e.g. award certificates), and/or taking legal action. This does not include fees such as accommodation, vehicle parking, Students' Union and graduation-related fees.
- c) Students will be given a University email address and are required to check their University email account afve 6-3 (ni)-16 (v)-13 (e)-7 (r (n (e (r597 (r0 77 (qui)niU4 ()7 e)-716)]T(a)--0.

d) To encourage you in any matter relating to your learning

c) We do not exclude or limit in any way our liability for:
x death or personal injury caused by our negligence or the negligence of our staff;
x fraud or fraudulent misrepresentation; or
x any other matter which we are not permitted to exclude or limit our liability by law.

d) The University shall not be liable to you for any failure to perform or delay in performance of its obligations to you caused by any circumstances beyond its reasonable control including, but not limited to: flood, storm or other natural events; war or civil disorder; destruction, breakdown or damage to any premises, plant or equipment; the introduction of or any amendment to, any law or regulation or any change in its interpretation or application by any authority; or any action taken by governmental or public authority or an agency of the Euroty or

72 (du) k m72

the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

x

x

- and/or in accordance with academic standards and quality;
- x additions and/or withdrawals of certain core/compulsory modules on your programme;
- x to implement more significant changes to our programmes including in respect of their content, mode and timing of delivery and assessment;
- x changes to our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- x significant changes to the location or specification of your programme teaching facilities, which could include moving the programme to a different campus or a location that is not located near the original delivery campus;
- x significant changes to our Student Handbook that help improve them where the same are not to your benefit;
- x inability to permit repeat year registrations or repeat module registrations due to planned discontinuation of a programme of study or subject area.

How we will tell you about changes to the Contract

h) **Formal notice**

have paid to us.

- n) If significant changes or discontinuation happens between application or offer of a place and completion of registration, we will:
- x Contact you at the earliest opportunity to inform you of the change / discontinuation of the programme;
 - x provide advice and support regarding the impact of the changes;
 - x provide information on any options and/or alternatives available to them;
 - x where appropriate, giving help in application or securing an alternative offer internally or at another institution.

Withdrawal of Programmes

Pre-commencement of Programme

- o) There may be times where we need to discontinue the programme (or subject area delivery) or decide not to provide the programme or to merge or combine the programme with other programmes of study, if such action is reasonably considered to be necessary by the University. If the University decides to take such action prior to the programme commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to terminate this Contract by written notice to the University. In these circumstances, you will be entitled to a refund of any deposit/Fees that you have paid to the University. If you choose to continue with registration onto a programme, after notification that a subject area may be discontinued / phased-out, then you are accepting the risk of a higher likelihood of Minor or Major change occurrences clause 11(g).

Post-commencement of Programme

- p) There may also be times where we need to discontinue a programme or to merge or combine a programme with other programmes after the programme has commenced, if such action is required as a result of one of the reasons set out in section clause 11(f).
- q) If clause 11(l) applies, we will take reasonable steps to seek to:
- x offer you a place on an alternative programme at the University (subject to place availability and you complying with the requirements of admission to and registration on that programme); or
 - x (at your request) assist you to join another programme at another institution, and
 - x (if appropriate), issue you with a refund of the Fees and any deposit paid.

12. Termination by Us

The Contract will continue for the duration set out in the Offer unless terminated or extended by you or us in accordance with these Terms and Conditions.

- b) If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator at www.oiahe.org.uk or OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading RG1 3AB
- c) The rights provided to students under the Contract, including the University's regulations, policies and procedures, are in addition to the range of protections students have under consumer protection law, and do not limit your consumer rights and remedies.

15. Other important terms

- a) This Contract is between you and us, and no other third party shall be entitled to make any claim in connection with it.
- b) Each of the provisions above is separate and severable. Accordingly, if any court or

Appendix 1
Model Cancellation Form

Appendix 2
Relevant Policies and Procedures

Regulations for Taught Programmes (01)