

Bangor University Terms & Conditions (2021/22 Academic Session)

The following terms & conditions

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

- 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 at least once a week. It is this account that the University will use for all electronic communication with the student.
- d) Student attendance will be monitored as described in the University's [Attendance Monitoring Policies](#).
- e) To progress from one level of a programme to another (for example, from the first to the second year of an undergraduate degree), every student must meet the progression standards [required / expected] for their programme as set out in the regulations for the programme.
- f) University study relies on academic integrity and in serious circumstances we may withdraw you from your programme or the University as a result of [academic misconduct](#). Examples of academic misconduct include presenting someone else's work as your own (Plagiarism) or cheating in an examination.
- g) To successfully complete a programme, every student must fulfil the criteria defined for their programme as set out in the regulations for the programme. Students are required to keep their contact details up to date at all times. You must record all changes to contact details via MyBangor_(Your Details->Contacts)
- h) Students must inform the University as soon as reasonably possible if it transpires that any information provided by you, including in your application to us, was or has become false, incomplete, incorrect or misleading.
- i) If you are an international student, you must inform us immediately where the conditions of your Tier 4 sponsorship cease to be met by you.

Your obligations under this Contract apply for the duration of the Contract. Failure to comply with your obligations may result in us taking action un

- d) To encourage you in any matter relating to your learning and your obligations under our Contract.
- e) To provide reasonable pastoral and support services as set out in the Code of Practice for Pastoral Support.
- f) We will provide the academic and student support services outlined above and elsewhere in our Contract (the "Services") with reasonable skill and care and in accordance with the terms of our Contract.

8. Fees and Payment

- a) The fees payable by you to us are conveyed via UCAS Track or set out in your DA Offer Letter and are described as Tuition Fees and Bench Fees (where applicable). You are responsible for making payment to us of the Fees when due, and details about when and how you are required to pay us these Fees are set out in the DA Offer Letter.
- b) We review our fees and fee policy annually in line with our Tuition Fees Policy.
- c) If you have arranged for a third party to pay Fees on your behalf, you will remain responsible to pay ou

- c) We do not exclude or limit in any way our liability for:
- death or personal injury caused by our negligence or the negligence of our staff;
 - fraud or fraudulent misrepresentation; or
 - 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 European Community; any pandemic or epidemic, any strike, lock out or other industrial action or any other event, whether similar or not to any of the above events.

10. Intellectual Property

- a) The University has an Intellectual Property (IP) Policy dealing with inte4()-231(ln)6(3Ec31(io)6(p

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

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the programme was subject to approval or accreditation at the time we advertised the programme; if approval or accreditation has not been

- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements, e.g. via the approval / re-approval process;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner;
- longer term University planning which results in the phasing out of a particular subject area;
- for any other valid reason.

What type of changes may be made?

- g) The reasons in clause 11(f) above may result in a number of different changes being made by us in response. We have set out in this clause 11(g) some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of clause 11(h) and 11(g) will apply depending on the type of change that is anticipated at the time.

Minor Changes (non-exhaustive list of examples):

- reasonable changes to the timetable for delivery of your programme;

have paid to us.

n) If significant changes or discontinuation happens between application or

We may terminate the Contract on notice to you (such notice as may be appropriate having followed any relevant University policies or procedures, but, where the circumstances dictate, immediate notice) as a result of:

- a) Failure to attend formally scheduled activities over a substantial period (as deemed appropriate by the relevant school for the programme of study) and in the absence of any submitted special circumstances or of prior approval to be absent from such activities.
- b) Failure to submit substantial (as deemed appropriate by the relevant school for the programme of study) components of course work or to attend tests and/or examinations.
- c) In the case of postgraduate research students, failure to complete, within a defined timescale, an agreed programme of work to the satisfaction of the Supervisory Committee.
- d) Failure to meet the expected standards in some or all professional placements. The required standards may be defined by the University or may be external standards applied to students on programmes leading to professional qualifications.
- e) Evidence of insufficient commitment to University study, for example, repeated unwillingness to participate in group activities, seminars, tutorials or presentations.
- f) Evidence that work submitted for assessment is consistently below the threshold standard to the extent that the student will be unable to redeem failure by reassessment.
- g) Failure to meet specific requirements defined for a particular programme of study by the University or Partner Institution and made known to students prior to admission.

13. Termination by you

- a) You may end our Contract if we break it.
- b) Otherwise, if you wish to withdraw after the 14 day cancellation period has expired under clause 5 above, or if you are deemed to have withdrawn, depending on when and for what reason you terminate the Contract (whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees and any

- 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)

Appendix 1
Model Cancellation Form

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Appendix 2 Relevant Policies and Procedures

Regulations for Taught Programmes (01)
Regulations for Postgraduate Research Programmes (03)
Student Complaints Procedure (01)
Academic Appeals Procedure (02)
Admissions Complaints Procedure
General Regulations for all Students (13)
Regulation for Student Discipline (21)
Academic Integrity Procedure (05)
Termination of Studies (06)
Fitness to Study (08)
Suitability / Fitness to Practise Procedure (09)
Inclusive Provision for Disabled Students (11)
Pastoral Support (15)
Placement Learning (03)
Approving Interruption of Studies (07)
Tuition Fees Schedule
Tuition Fees Policy
Code of Student Conduct
Student Charter
Attendance Policies (International / Home - EU)