

Bangor University Terms & Conditions (2019/20 Academic Session) [Version 1, 01/09/19]

The 2019/20 Terms & Conditions apply to applicants and students who first enrol at Bangor University in the September 2020/2021 academic session.

It is very important that you read and understand these Terms & Conditions before you accept a place at Bangor University. The full Terms and Conditions include links to other documents on the University [website](#). By formally accepting an offer of a place to study at the University, you are accepting the Terms and Conditions in this document and are also accepting the University's regulations, procedures and codes of practice as set out on the University [website](#).

Applicants and students are required to keep their contact details up-to-date at all times. You must record all changes to contact details as follows:

- UCAS applicants / offer-holders: by email to applicantsservices@bangor.ac.uk
- International (non-UCAS) and postgraduate applicants / offer-holders: via the Direct Applications (DA) portal;
- Registered Students: via [MyBangor](#) (Online Services->Contacts)

Admissions

Recruitment and Admissions at University is managed as specified in the **Policy and Code of Practice for Student Recruitment & Admissions**, full details can be found [here](#). The admissions policy seeks to ensure that all policies and practices are compliant with all relevant legislation (e.g. equal opportunities, disability, consumer marketing etc.) and are clear, fair and consistently applied. Your particular attention is drawn to the following:

- 1.1. Whilst the University will try and ensure that all advertised programmes of study and modules will run, situations may arise where this becomes impossible for reasons reasonably beyond the University's control. In such cases, the University will notify any applicants holding offers for the programme as soon as is practical. The University will also try and find an acceptable alternative programme. Where a suitable alternative cannot be identified, then the University will assist the applicant as far as is reasonable with finding a place elsewhere.
- 1.2. The tuition fees for all programmes are published on the University's web site for each [academic session](#). Where offers of places on programmes are not made through UCAS, then all fees associated with the programme will be specified in the offer. Applicants are

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reminded that by accepting an offer they are acknowledging that the quoted fees will become due on enrolment.

- 1.3. Applications may be cancelled:
 - 1.3.1 if the application contains inaccurate information.
 - 1.3.2 if the applicant has not declared relevant convictions.
 - 1.3.3 if the applicant has not responded to requests from the University for additional information within a reasonable timeframe (30 days).
 - 1.3.4 if the University becomes aware of other information that justifies the withdrawal of the application or any offer(s) already made.
 - 1.3.5 if the applicant, their representatives or agents communicate (verbal or written) with staff at the University in an inappropriate and/or offensive manner. In such circumstances, the University also reserves the right to curtail and/or block further incoming communications.
- 1.4. For relevant programmes within the College of Human Sciences, where an applicant declares a relevant criminal conviction as part of their application, the University will seek additional information and the application will temporarily be placed 'on-hold'. Criminal conviction information supplied will remain confidential and will only be shared with the university staff involved in determining whether there are any risks associated with admitting an applicant. The consideration of the criminal conviction(s) for relevant programmes may result in special arrangements being put in place or the rejection of an application.
- 1.5. Where an applicant wishes to make an appeal or complain about any aspect of the application and admissions process, they should follow Appeals and Complaints Procedure for Enquirers and Applicants (https://www.bangor.ac.uk/regulations/codes/documents/BU_AppealsandComplaintsProcedureforApplicantsv201701.pdf). The University deems the contract to be formed between the applicant and the University 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).
- 1.7 At the point at which the contract is formed (i, ii OR iii above), the applicant is entitled to cancel the agreement within 14 days (the 'cooling off' period) and should notify the University, in writing, accordingly.
- 1.8 The University may admit students who have not reached the age of 18 by the 1st September in the calendar year of entry. Such students

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are legally considered to be 'minors' and as such, the University is subject to an enhanced duty of care. In order to fulfil this obligation, the University has a [Policy & Procedures for Students under 18](#) which will be initiated and includes the requirement for Parent / Guardian to complete a Consent form, and for the student to stay in University Halls accommodation.

Following Enrolment

2. All students must formally enrol with the Student Administration section of Student Services at the start of their programme of study and subsequently from time to time will need to confirm continued attendance. The University is required to maintain up to date information on all enrolled students. Charges may be applied for late enrolment and/or failure to confirm attendance when requested. Details of the charges can be found in the [Tuition Fee Schedule](#). Also see the [Tuition Fees Policy](#).
3. Enrolled students are subject to the [rules and regulations](#) of the University and your particular attention is drawn to the following:
 - 3.1. The University expects students to meet the standards of conduct defined by its regulations, see [Code of Student Conduct](#) and the [Student Charter](#). The University will take disciplinary action when there is any breach of the regulations.
 - 3.2. Every student must pay fees and fines determined by the University. Fees must normally be paid in advance of the study period but payment by instalments can be arranged. Where a student falls into debt for academic fees (e.g. tuition fees), the University may apply sanctions including: refusal to allow enrolment, withholding of university documents (e.g. award certificates), taking legal action. Where a student owes non-academic fees (e.g. accommodation fees), then the sanctions listed in the Residence Agreement may be applied and legal action may be taken to recover the debt. The University has a [Fitness to Reside Policy](#) which all residents of Bangor University accommodation must comply with.
 - 3.3. Students will be given a University email address and are expected to check their University email account on a regular basis. It is this account that the University will use for all electronic communication with the student.
 - 3.4. Student attendance will be monitored as described in the University's [Attendance Monitoring Policies](#). The University as a condition of Enrolment expects students to provide all requested information so that the University can carry out its business and discharge its legal obligations to statutory bodies (e.g. Higher Education Statistics Agency [HESA](#)). The University has in force a [Data Protection Policy](#), and a [Student Privacy Notice](#), updated to reflect the Data Protection Act

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2018, and the General Data Protection Regulation (GDPR) requirements.

- 3.5. 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 standards expected for their programme as set out in the [regulations for the programme](#).
- 3.6. University study relies on academic integrity and penalties, including discontinuation of studies, can be imposed for [academic misconduct](#). Examples of academic misconduct include presenting someone else's work as your own (Plagiarism) or cheating in an examination.
- 3.7. To successfully complete a programme, every student must fulfil the criteria defined for their programme as set out in the [regulations for the programme](#).

Complaints and appeals

- 4.1 A student who wishes to complain about aspects of his/her or any other service offered by the University should use the [Student Complaints Procedure](#).
- 4.2 The University provides opportunities for students to ask for a review of decisions that include the decisions of Board of Examiners and Disciplinary Officers.

Variations to Terms and Conditions

How we can make changes to the Contract and how this may affect you.

- 5.1 Whilst the University will always try and minimise making changes to the Contract (including changes to the services and/or programmes), there may be times where changes are needed. This section [5] describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-Contract information (e.g. prospectus information)

- 5.2 If any information that we may have given to you during the current cycle (during which time you may have been researching the University and making an application for the programme) changes by the time we send out our Offer, those changes will be reflected in the programme Offer information.
- 5.3 By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer.

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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 validation or accreditation at the time we advertised the programme, if validation or accreditation has not been obtained by the date of your offer, we may still make an offer 'subject to validation', but we may subsequently not run the programme and the offer would be withdrawn or an alternative programme may be offered;
- changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the programme.

Changes after you have entered into the Contract with us

5.4 Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section [5]. The University is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

5.5 The circumstances that we describe in section [5.6] are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the services and programme). Section [5.7] provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section [5.6].

When we can make changes to the Contract

5.6 We can make changes to our Contract (including to the services and/or programme):

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- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by any other funding body and/or regulatory body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- 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 validation / revalidation 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?

5.7 The reasons in section [5.6] above may result in a number of different changes being made by us in response. We have set out in this section [5.7] 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 section [5.8] will apply depending on the type of change that is anticipated at the time.

(i) Minor Changes (non-exhaustive list of examples)

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

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- reasonable changes to the number of classes/lectures and other teaching activity relating to the programme;
- reasonable changes to the methods by which the Programme is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Programme;
- changes to the location of your Programme teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your Programme;
- changes to reading lists to deal with changes in the relevant subject area relating to your Programme to ensure the same remains as up to date as possible;
- procedural changes to our Student Handbook that help improve the same to your benefit.

(ii) Major Changes (non-exhaustive list of examples)

- changes to the way that we teach, supervise and/or assess a Programme to ensure that we are continuing to provide that Programme to you lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory modules on your Programme;
- to implement more significant changes to our Programmes;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- 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;
- to make significant changes to our Student Handbook that help improve them where the same are not to your benefit;
- 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

5.8 For minor changes, we will notify you of any amendments by email providing you with as much notice as is in our view appropriate in the

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circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

5.9 For major changes, we will notify you by email and postal letter as soon as possible, and wherever possible, no later than one month before we are due to make the relevant change.

5.10 If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract in the manner appropriate to your status as follows:

- Pre-enrolment: by not registering for the programme
- Post-registration: by following the formal permanent withdrawal process [here](#).

You may be entitled to an appropriate proportional refund of the Fees you have paid to us.

Withdrawal of Programmes

Pre-commencement of Programme

5.11 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 cancel 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 [5.7].

Post-commencement of Programme

5.12 There may also be times where we need to discontinue the Programme or to merge or combine the 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 [5.6].

5.13 If section [5.12] applies, we will take reasonable steps to seek to:

- 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**

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- (at your request) assist you to join another programme at another institution, and
- (if appropriate), issue you with a refund of the Fees paid.

The above Terms & Conditions form part of the full Terms & Conditions applicable to students applying to and enrolling at the University. The full terms are comprised of multiple documents and are necessarily more detailed. For further information, please [click here](#).

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