

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?

These Terms and Conditions, together with the following documents, form our contract with you (our “**Contract**”):

- a) your specific offer (“**Offer**”), which will have been sent to you via UCAS Track or via our Direct Application (DA) system portal as an attached offer letter;
- b) List of all relevant regulations, policies and procedures that form part of the Contract (as set out in Appendix 1).

Links to each of these other documents (save for your Offer, issued as noted in 1.a) above) can be found on the University’s [website](#).

2. When do these Terms and Conditions apply?

By formally accepting, in accordance with the instructions on UCAS Track or in your DA Offer Letter, an offer of a place to study at the University, you are accepting all of the terms of the Contract.

Please make sure that you familiarise yourself with these documents and their contents before you accept an offer of a place on a programme. Failure to comply with their requirements could result in the University taking action against you under relevant University processes (for example those relating to academic progression, student misconduct, fitness to practise, fitness to study or fees) which could include the University suspending or terminating your 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:

- a) you must meet certain academic [or other entry] requirements for your chosen programme as specified in the Offer;
- b) satisfy all necessary legal or other requirements (for example in relation to [criminal record checks and disclosure, health checks and disclosure or immigration requirements]), as specified in your UCAS Track Offer or in your DA Offer Letter;
- c) any specific conditions that you are required to meet, as specified in your Offer;
- d) enrol with the University at the start of your Programme and enrol at the start of each subsequent academic year (as further detailed under clause 6 below).
- e) All students must formally register with the Student Administration section of Student Services at the start of their programme of study and subsequently prior to the start of each new academic year of their academic studies.

Consequences of not meeting Conditions

- f) If you fail to meet any of these Conditions, the University may terminate the Contract in accordance with clause 12
- g) Should you fail to meet any Conditions before you enrol with us, you should contact the University in the first instance, as it may be possible to offer you a place on this or an alternative programme even though you haven't met the Conditions. However, if having reviewed your position we are unable to offer you a place in such circumstances, this Contract will terminate, and you will not be responsible to the University for any fees, and you will be entitled to receive a refund of any fees and deposits you have already paid to us.

5. Your legal right to cancel

Right to cancel

- a) You have a legal right to cancel this Contract without giving any reason. The cancellation period will expire after 14 days from the day our Contract has formed in accordance with clause 3 above.
- b) To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, e-mail or telephone). You may use the model cancellation form at the end of this document, but it is not obligatory.

Effect of cancellation

- c) If you cancel this Contract as set out above, the University will reimburse to you all payments received from you, including any deposit you have paid if you are an international student.
- d) The University will make the reimbursement within 14 calendar days of you informing us about your decision to cancel this Contract.
- e) The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Programmes that begin within the statutory cancellation period

- f) If you have accepted a place at the University through UCAS Clearing, we may need to commence providing services to you during your 14 day cancellation period. If this is needed, we will need to contact you to obtain your consent for us to start providing services to you, and if you subsequently decide to cancel the contract within the cancellation period a full refund will be provided to you, as set out in the University's Tuition Fees Policy.

6. Your Obligations

You must comply with the terms of the Contract including these Terms and Conditions. You are subject to the rules and regulations of the University (as set out in the appendix to these Terms and Conditions) and your particular attention is drawn to the following:

- 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 under the University's relevant regulations, policies or procedures), and in serious cases we may suspend or withdraw you from your programme as detailed under clause 13.

7. Our Obligations

- a) To administer a fair application and admission process.
- b) To enter you for the appropriate examinations and assessments.
- c) To provide and deliver higher education programmes which lead to qualifications as described in our marketing materials and our Offer.

- 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 us the Fees in the event that the third party fails to do so when those Fees become due. If a refund is payable under this Contract, we may be required to make any refund directly to the third party who paid the Fees on your behalf.
- d) If, at the end of an academic year that is not the final year of your programme, you are in debt to us for Fees, we reserve the right not to allow you to re-register / re-enrol on your programme for the next academic year and to terminate the Contract as set out in clause 12.
- e) If, at the end of the final academic year of your programme, you are in debt to us for Fees, we reserve the right to withhold your programme award/certificate.

9. Our liability to you

- a) If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- b) We will not be responsible to you for any of the following:
 - damage to or theft of vehicles and bicycles parked on University property;
 - damage to or theft of computer equipment (including infection with a computer virus);
 - the loss or non-return of work submitted for assessment;
 - injury arising from voluntary sporting activity;
 - personal injury or death except if caused by the negligence of University staff;
 - loss of opportunity and loss of income or profit, however arising; or
 - any loss as a result of cyber fraud.

- 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 intellectual property created whilst you are a student at the University. Such IP will normally be owned by you. However, in certain limited circumstances the University will own IP or may be able to copy it.
- b) By accepting a place at the University, you are formally accepting the University's rights of ownership and rights to use and copy, as set out in its IP Policy.

11. Variations to the Contract

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

- a) 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 clause 11 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)

- b) If any information that we may have given to you during the current recruitment and admission 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, which will be provided to the offer holder, as soon as is reasonably practical, after the Offer has been issued.
- c) By accepting our Offer, you will be confirming that you are accepting our Offer on

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 obtained by the date of your offer, we may still make an offer 'subject to approval/accreditation, 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 or as a result of government or regulatory guidance;
- 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

- d) Where we need to make changes to the Contract 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 clause 11. 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.
- e) The circumstances that we describe in clause 11(f) 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). Clause 11(g) provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in clause 11(f).

When we can make changes to the Contract

- f) We can make changes to our Contract (including to the services and/or programme):
- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
 - as required by government and/or regulatory requirement, policy 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 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;
- 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.

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;
- additions and/or withdrawals of certain core/compulsory modules on your programme;
 - to implement more significant changes to our programmes including in respect of their content, mode and timing of delivery and assessment;
 - 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;
 - 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;
 - 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

- h) 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 circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
- i) 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.
- j) If the University invokes its right to make changes in accordance with the above, it shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.
- k) The University has a Student Protection Plan in place which outlines the risks to the continuation of student's study, the mitigation measures in order to protect students, and the measures it will enact should these outcomes evolve.
- l) Please note that the availability and scope of the University's pastoral and support services may be subject to change during your studies for a variety of reasons including, but not limited to, in response to funding arrangements and the needs of students. The University therefore maintains a discretion to vary and/or amend the availability and scope of pastoral and support services at any time.
- m) 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.

- n) If significant changes or discontinuation happens between application or offer of a place and completion of registration, we will:
- Contact you at the earliest opportunity to inform you of the change / discontinuation of the programme;
 - provide advice and support regarding the impact of the changes;
 - provide information on any options and/or alternatives available to them;
 - 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:
- 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
 - (at your request) assist you to join another programme at another institution, and
 - (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.

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 mandatory charges, as set out in the University's Tuition Fees Policy

What happens if this Contract is terminated?

Where the Contract is terminated either by us or by you your period of registration at the University will come to an end.

14. Complaints

- a) A student who wishes to complain about aspects of any service offered by the University should use the Student Complaints Procedure or an alternative University procedure where appropriate (for example, a student may have a right of review of a decision made by a Board of Examiners or Disciplinary Officers/panel). Information on the correct procedure to be used will be provided by the University.

- 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 body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.
- c) Our Contract shall automatically terminate at the end of your period of registration, unless terminated earlier in accordance with these terms and conditions.
- d) The Contract between you and us is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Appendix 1
Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

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)
Force Majeure Academic Regulation (22)
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)