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1. This agreement

If you have any questions about this agreement, the policies linked to it or other aspects of your life at BU, please contact the AskBU service (call +44 (0)1202 969696, email askbu@bournemouth.ac.uk). If you would like to request this document in an alternative format, please email formats@bournemouth.ac.uk.

a. What is the student agreement?

This is the agreement or contract between you and Bournemouth University (BU) as a student on a programme at BU. Programme is the term we use for a course of study. Contracts for accommodation, including BU accommodation, are separate to this agreement.

The contract between us and you consists of:

- (i) This **student agreement**: A summary of the main requirements and obligations which apply to you and to us while you are studying at BU;
- (ii) The **offer letter** we sent you; and
- (iii) The **BU policies**: The BU rules, regulations, policies, procedures and codes of practice which provide more detail about the content of this document. They are on the important information page on the BU website (www.bournemouth.ac.uk/important-information). Some of the policies are referred to directly in this student agreement.

Once you accept this agreement it will be legally binding. This means that there are strict controls on changing or ending it. Sections 1(d) and 6 explain how you can end this agreement and when BU can end this agreement.

Please read the terms of this agreement carefully, and check that the details in your offer letter are accurate. In particular you should:

- Look carefully at the [financial impact of this contract](#)
- Understand [when BU can end this agreement and withdraw you from your programme](#). This can happen for a number of reasons including low academic engagement, non-payment of tuition fees or as a sanction for serious misconduct
- Review [section 8 about BU's legal liability](#) to you under this contract and **your legal liability** to BU.

It is important to look at the BU policies on the important information page (www.bournemouth.ac.uk/important-information) and review details in any policies which are likely to be relevant to you now or in the future.

b. Who is covered by this agreement?

This agreement applies to all BU students but some of the terms and conditions in it are different for different categories of BU student. Within this agreement sections which only apply to a certain category of students are shown in a box with a blue coloured outline.

Some BU students are covered by this agreement and also by additional or alternative terms which are not incorporated into this student agreement:

- **Apprentices:** There are additional legal agreements and conditions which apply to your study at BU. Your employer and BU provide you with separate information about these.
- **Under 18s:** Some additional policies apply to students who are under the age of 18. This information is provided during the admissions process.
- **If your programme is delivered by a partner organisation working with us (BU):** There may be some different terms and conditions which apply instead of or as well as the terms and conditions in this agreement – for example some of the policies referred to may be different. The partner organisation should provide this information to you before you accept your offer, but please contact us if you are not sure where to find this information.
- **If you are carrying out academic research as part of your programme:** In this agreement, where we talk about “studying” or “studies” this includes any research you are doing as part of your programme. There are also some specific rules which apply to research activity. If you are a postgraduate student undertaking a research degree, there are separate terms that relate specifically to your research and your funding, see the Research section of our Important Information page. (see www.bournemouth.ac.uk/important-information).
- **If your studies are being funded by a sponsor or by student loans:** Any agreements between you and the sponsor or lender are separate to this agreement and they don't change the terms of this agreement between you and BU.

c. Accepting or signing up to this agreement

We ask you to accept or confirm acceptance of this agreement:

- When you accept an offer from BU
- When you register at BU to start your programme.

It is important that you read the agreement at both points, so that you understand the commitments you are making and what you can expect from us before you make a contract with us.

We ask you to look at this agreement again when you re-register at the start of each academic year on your programme.

Each time we ask you to accept or review the agreement we will tell you about any important changes to the agreement or to the policies.

d. Cancelling the agreement

You have the right to change your mind within 14 days after accepting this agreement.

If you wish to cancel after accepting your offer, you must contact:

- UK offer-holders: ukat@bournemouth.ac.uk
- International offer-holders: iat@bournemouth.ac.uk.

If you wish to cancel after registration, you can do this (and withdraw from your programme) within 14 days after the programme start date. To do this you should contact studentlifecycle@bournemouth.ac.uk.

When you are cancelling you can tell us in an e-mail or use the cancellation form (see www.bournemouth.ac.uk/important-information, under Finance).

International applicants for postgraduate taught and research degree programmes: If you cancel within 14 days of accepting the offer we will refund any deposit you have paid. If you withdraw after enrolment, we will not usually refund your deposit.

2. Summary of your obligations

When you accept this agreement, you are agreeing to:

- Follow our application and enrolment processes
- Engage with your studies
- Communicate with us and provide accurate information
- Ensure payment of your tuition fees and any extra costs **[not applicable to apprentices]**
- Behave appropriately in line with our policies
- Comply with our assessment policies
- Visa holders:** Comply with relevant visa conditions
- Comply with other rules and requirements in our policies (these may be described as rules, regulations, policies, procedures or codes of practice).

3. Summary of our obligations

In this agreement BU is agreeing to:

- Manage our admissions process in line with our published policies
- Deliver your programme as described in our programme information
- Mark and assess your work in line with our assessment policies
- Communicate with you
- Provide appropriate facilities and services to support you
- Take appropriate measures to protect the health and safety of you and others
- Consider and respond to appeals and complaints within our processes
- Manage your personal information in line with our privacy notices.

Section 8 explains the limits of these BU obligations and when we will be legally liable to you for breaching them.

4. Your key obligations

a. Follow our application and enrolment processes

When we offer you a place at BU, your offer letter will state any requirements you need to meet. You can only take up your place if you meet all the requirements in your offer letter.

The offer letter will state academic conditions unless you already have all the required qualifications. Some programmes also have non-academic requirements such as an occupational health check or criminal record (DBS) check, and you may need to pay for these. These requirements and any costs will be notified to you during the admissions process.

Criminal records information: During the admissions process and while you are a BU student you must inform us about certain categories of criminal records information (the information required will vary depending on your programme). We will withdraw an offer of a place or withdraw you from your programme if we decide that:

- You do not meet any suitability requirements set by a relevant professional body for students on your programme; or
- If we consider that your presence would create risks that cannot be managed appropriately within the university environment.

International applicants for postgraduate taught and research degree programmes: You will also need to pay any fee deposit required by a specified date.

You should only accept the offer from BU if you think you will be able to start attending classes in person at BU by the programme start date in your offer letter (this does not apply if your programme is delivered completely online). You must complete all registration and enrolment processes and start attending by the deadlines we set, otherwise we will cancel this agreement and you will not be able to take up your place at BU.

After you accept an offer and before you start your programme, you can usually apply to defer (delay) your start at BU to the next published start date for your programme. You can do this by completing our [online form](#). Deferring may change the terms which apply to you under this agreement. For example, during the deferral period we might make changes to your programme or change tuition fees and other fees or vary eligibility for BU scholarships and bursaries.

During admissions, registration, enrolment, and re-enrolment you must:

- Give us accurate and complete information
- Provide us with accurate contact details so that you will have direct access to important information sent by BU; and
- Take the required actions we communicate to you by the stated deadline.

Our admissions policies can be found in the [admissions section](#) of our important information webpage (www.bournemouth.ac.uk/important-information).

b. Engage with your studies

Academic engagement means attendance at teaching and supervision sessions and at other core activities for your programme such as fieldwork or practical sessions. It also includes using learning and teaching materials, submitting assessments and attending examinations.

Academic engagement requirements

As a BU student you must engage with your studies at a level that gives you a reasonable chance of making good academic progress. This includes regularly attending classes. You must log your attendance by checking into the attendance system.

Students on programmes with engagement requirements set by external bodies (these include apprenticeship programmes and programmes leading to professional registration with regulatory bodies such as the Nursing & Midwifery Council or Social Work England): Additional, stricter engagement and attendance requirements will apply to you. We will tell you about these during your programme induction. **Apprentices**, we must inform your employer of any absence or lateness.

Placements: If you do a placement, you must attend your placement activity. You may need to find short-term secondary accommodation for your time on placement, and you are responsible for arranging and paying for any travel or accommodation needed so that you can attend placement. This applies to all placements, including professional practice placements on health and social work programmes. These can take place within a wide range of locations within and outside of Dorset and may require you to travel some distance from Bournemouth.

Student visa holders: Appropriate engagement with your studies is a condition of your visa. For the purposes of immigration compliance we will apply different processes for managing your engagement and we may apply stricter attendance requirements.

If we are concerned about your academic engagement

We will regularly review your engagement. If your engagement is low at a review point, we will contact you to check on your wellbeing, offer support and ask you to increase your engagement. We may ask you to speak to us so we can understand your circumstances. You must respond to communications about your engagement when asked to do so.

We know that low engagement may be caused by many different factors, including illness or other personal matters, financial difficulties or an additional learning support need. If you tell us about circumstances affecting your engagement, we will work with you to identify appropriate ways for us to support you and for you to manage your situation.

If we know that your personal circumstances are significantly affecting your engagement on an ongoing basis, we may start our Support to Study process. This means we will work with you to assess your circumstances and support needs and take decisions about continuing with your studies. In some circumstances it may be possible to take a break from your studies, called an interruption. An interruption does not end this agreement and you have the right to return to study at BU at a later point determined by our interruptions policy, although you may not be able to return to exactly the same programme (for example, if we have changed the programme during your time away).

We will withdraw you from your programme and end this agreement if your engagement has been low at several review points but we have not been able to work with you to agree an appropriate plan to support your engagement or an alternative way forward such as interruption.

- **Apprentices and other students on programmes with engagement requirements set by external bodies:** We will withdraw you if we consider that your engagement does not meet the external body requirements.
- **Student visa holders:** We will withdraw you if we consider that your engagement is not consistent with your student visa conditions.

More information about this process and our academic engagement and placement policies can be found in the [academic engagement section of our important information webpage \(www.bournemouth.ac.uk/important-information\)](http://www.bournemouth.ac.uk/important-information).

c. Communicate with us and provide accurate information

You must keep your personal information up to date on our systems by updating it through [MyHub](#) whenever your details change. This includes giving us the address where you are living during your studies and your current phone number. If you do not do this, we will not be able to communicate effectively with you and you may not receive important information which affects your rights under this agreement.

We communicate with you through your BU email account and through messages and notifications shared through BU systems such as our Virtual Learning Environment (Brightspace). This is how we:

- Give you information you need to manage your studies and your life at BU; and
- Tell you if you need to take action to meet your obligations under this agreement.

It is your responsibility to read these communications promptly and tell us if you do not understand them.

You must regularly check for new communications from BU, by looking at your BU emails and checking for messages and notifications shared through BU systems as above. This applies:

- All through the academic year
- While you are on any placement
- If you know you are waiting to receive information from us; and
- When you are prompted or required to do this by BU staff.

You must respond to communications from BU staff where they ask you to reply or take specific action. You should always contact us by any deadline specified. If you do not do this you may miss an opportunity to resolve difficulties or obtain support, and it may adversely affect your position under this agreement.

You should tell us if you are having difficulties or need information or help with your studies or other aspects of your life at university, otherwise we will not be able to support you appropriately. Generally, communications from BU will tell you who to contact about that matter. If you are unsure who to contact about any aspect of your life at BU, please go to AskBU (call +44 (0)1202 969696 or [email askbu@bournemouth.ac.uk](mailto:askbu@bournemouth.ac.uk)).

d. Ensure payment of your tuition fees and any extra costs [not applicable to apprentices]

You must pay the required fees to undertake your programme and access services as a BU student.

You must either:

- Pay your fees or fee instalments yourself by the date(s) notified to you; or
- Identify an assured third party source of payment accepted by BU (such as an official student loan provider or sponsor) who will pay the fee on your behalf.

Tuition fees are usually payable for each year of your programme, including a lower fee that you need to pay if you are on placement. Our Fees Policies explain the tuition fee amounts which apply to you, how these are calculated and when and how these must be paid. We will not increase your annual tuition fees during the period of your programme or postgraduate research studies, except for certain Integrated Master's programmes (we will tell you during the offer process if you are in this exception category). However additional fees will be payable if you have to repeat a unit.

The Fee Sheet provided with your offer letter will tell you about any additional costs for your programme.

During the admissions process we will tell you if you are required to pay a deposit, i.e. a first instalment of fees, when accepting your place at BU. Deposits are only refunded in limited circumstances as set out in the Fees Policy, so if you do not take up your place you are unlikely to get a refund of your deposit.

It is important that you understand your financial position under this agreement and the financial commitment you are making, as you are responsible for ensuring you have access to the necessary funds or payment support. The following points are covered in more detail in our Fees Policies:

- If you pay a deposit, this will only be returned in limited circumstances.

- If you are expecting a third party to pay your tuition fees but this does not happen (for example your sponsorship is not confirmed or you find out that you are not eligible for student loan funding) you will then need to make the payment yourself.
- If this agreement ends due to your withdrawal, you may be entitled to a refund of fee payments already made but this will depend on the timing of the payments and your withdrawal (see section 6 of this agreement and the Fees Policies). As long as you were up to date with fees at the date of withdrawal you will not have to pay any further fees to cover the period after your date of withdrawal.
- **Non-payment: What happens if I am in debt to BU?**
 - We **do not** apply sanctions which would significantly affect your studies (such as suspension of access to teaching, learning materials or IT systems) for any type of debt. We will limit your library borrowing rights in some circumstances, including if you have unpaid library charges.
 - **Failure to pay your tuition fees will usually lead to withdrawal from your programme, after we have given you appropriate warnings and time to pay.** Our Student Payment Fee Management Policy and Process explains the process that will be followed and how we will take into account any exceptional circumstances.
 - If you have unpaid tuition fees at the end of an academic year, you will not usually be able to enrol for the next academic year until you have paid the outstanding amount.
 - If you have unpaid tuition fees at the end of your programme, you will not receive a degree certificate or other final award certificate until the fees have been paid.
 - If you have any outstanding debt to BU (for tuition fees or other costs such as library charges) when this agreement ends, we may take legal action to recover the debt from you.

If you are experiencing financial difficulties, you should tell us as soon as possible. You can find information on financial support for students experiencing financial difficulty at www.bournemouth.ac.uk/finance-support. This page also includes information about scholarships and bursaries.

Our fees policies can be found in the [finance section](http://www.bournemouth.ac.uk/important-information) of our important information webpage (www.bournemouth.ac.uk/important-information).

e. Behave appropriately in line with our policies

As a student at BU, you must behave in a way that is appropriate for an inclusive environment and which complies with our **behaviour policies**. This applies to your behaviour both in person and online. In this section we highlight key areas of behaviour which are covered by our policies, but this does not cover all relevant types of behaviour. It is your responsibility to read the policies and contact us if there is anything you do not understand.

You must:

- Behave appropriately in relation to other people. This means avoiding any behaviour which breaches our policies on acceptable behaviour, dignity and respect, equality and diversity and bullying, harassment and threatening behaviour.
- Comply with any additional professional, statutory and regulatory body (PSRB) standards and requirements and relevant placement provider policies where these apply to you.
- Ensure any work you submit for assessment is your own work. Any attempt to gain an unfair advantage in an assessment by deception or fraudulent means will be dealt with under our Academic Offences Policy or Research Misconduct Policy and Procedure. You must follow our rules on behaviour in examinations.
- Only access and use BU IT systems, learning materials and resources for your personal study and not share these with anyone outside BU. Follow IT and Library rules and guidance, including about the copying of materials. You must not share your BU account login details or BU ID card with anyone within or outside BU. You must carry your BU ID card with you on campus at all times. If you lose your BU ID card, tell AskBU immediately.
- Follow steps notified by us to ensure confidentiality, the security of information and systems (cyber security) and data protection compliance (use of people's personal information).

- Comply with health and safety arrangements, training and instructions notified to you, provide relevant information for risk assessments and notify us of relevant incidents or near-misses. Key health and safety requirements are set out on our website (www.bournemouth.ac.uk/safety-personal-security). This is to protect you and others and comply with insurance conditions.

Our policies and further information on behaviour set out the requirements on you and any action we will take if you breach the requirements. This could include formal action under the Student Disciplinary or Fitness to Practise Policies and Procedures. In very serious cases we can withdraw you from your programme.

Our behaviour policies can be found in the [conduct and welfare section of our important information webpage](http://www.bournemouth.ac.uk/important-information) (www.bournemouth.ac.uk/important-information).

f. Comply with our assessment policies

It is important that you understand how your actions and the work you submit for assessment will affect your progress through your programme and our ability to award you a qualification.

BU's academic expectations for you are set out in the Student Handbook. This explains the detailed BU assessment regulations which determine the marks you will be given for assessed work and what you need to do to progress through the different levels of your studies and receive an award (qualification). Any programme-specific requirements will be included in your programme handbook. These materials will be made available to you when you enrol.

Postgraduate research students: Academic expectations for you are set out in the Code of Practice for Research Degrees.

The detail in the assessment regulations covers information such as maximum periods for completion of programmes, pass marks and adjustments, requirements for progression to the next level of study, rules for submission of coursework (including the consequences of late submission), attendance at examinations and requirements for awarding particular awards and classifications. These regulations also set out requirements and restrictions on re-assessment and re-sits, repetition of units, and circumstances in which your mark may be capped at the pass mark.

As explained above, you must ensure that any work you submit for assessment is your own work.

If your personal circumstances are affecting your ability to engage with your programme and submit assessments on time or at all, you must tell us so we can take them into account appropriately in the marking and assessment board process. Unless you have agreed an extension with us in advance there are important consequences if you submit work late, for example the work may not be marked or the mark may be capped at the pass mark. More information is available in our Exceptional Circumstances Policy and the Code of Practice for Research Degrees.

More information about our assessment and exceptional circumstances policies can be found in the [assessment section or exceptional circumstances section of our important information webpage](http://www.bournemouth.ac.uk/important-information) (www.bournemouth.ac.uk/important-information).

g. Visa holders: Comply with relevant visa conditions

If you are in the UK on a visa of any kind you must comply with the conditions of your visa, as set out by the UK Government. These include:

- Providing any identity and immigration documents promptly on request by BU
- Ensuring BU has up to date personal information, including UK address and contact details
- Paying your fees
- Engaging with your studies in the UK; and
- Meeting any other conditions of your visa.

Students with student visas may have additional or stricter obligations compared to other international students and UK students.

Not meeting these obligations could result in BU withdrawing sponsorship of your visa (if applicable) and/or withdrawal from your programme, which will end this agreement.

More information about immigration and visas can be found in the **international students** section of our important information webpage (www.bournemouth.ac.uk/important-information).

h. Comply with other rules and requirements in our policies

BU's policies (our rules, regulations, policies, procedures and codes of practice) which apply to our students are all available on our website (www.bournemouth.ac.uk/important-information). These contain the main requirements and obligations which apply to you and to BU while you are studying at BU. It is your responsibility to read and to comply with these.

5. Our key obligations

a. Manage our admissions process in line with our published policies

We make offers of places to study at BU based on academic qualifications and non-academic entry requirements. We have explained in section 4 how that process works, and our expectations of you in that process. We have identified some important policies that you should read and be aware of. We agree that we will manage our admissions process in a way which is consistent with this agreement, and with those policies.

Health and disability information

We ask all students to tell us about certain health conditions, disabilities or additional learning needs after you have accepted an offer from us. We use this information to enable us to put in place appropriate support and adjustments so that you can engage with your studies and meet programme requirements.

Students on **programmes which require an occupational health assessment**: You must share relevant information about your health and any disabilities or additional needs as part of that assessment.

Students on **programmes with compulsory elements which involve working in an environment such as a laboratory, workshop or less accessible outdoor environment (field trips)**: You must complete a health and safety risk assessment for your safety and that of others.

In exceptional cases we may withdraw your offer of a place or withdraw you from your programme if we conclude that it is not, or will not be, possible for you to meet the mandatory requirements of the programme (safely or at all), even if all reasonable adjustments are made. We give you the opportunity to provide information and comment before any such decision is taken.

Our admissions policies can be found in the [admissions section of our important information webpage \(www.bournemouth.ac.uk/important-information\)](http://www.bournemouth.ac.uk/important-information).

b. Deliver your programme as described in our programme information

We publish on our website key information about the content and structure of each of our programmes. This information includes the programme/degree title, programme content, assessment, location of study, programme structure (e.g. programme length, whether it includes a mandatory or optional placement) and some information about the programme teaching staff.

The published programme content includes lists of core units for your programme and optional units which may be available. We cannot guarantee that an optional unit or member of programme teaching staff included in the information will definitely be offered or made available to all or any students in a given year.

A few of our programmes are delivered fully online. Otherwise, our teaching is delivered mostly in-person but we sometimes use online teaching delivery as a planned approach where we think this is a suitable delivery method, or where this will help us avoid disruption and maintain continuity in our programmes.

Changes to your programme

We will usually deliver your programme in line with the published information available when you applied to BU. However sometimes we decide that we need to make changes to a programme which will apply to potential students who have already applied for that programme or students who have started their studies at BU. In this section we explain when and how we do this (there is a separate section about changes caused by events outside BU's control).

When we talk about "material changes" to programmes, we mean alterations or adjustments which would change this key programme information and any other change that would have a significant effect on you or your learning experience.

Why do we make changes?

It is important that we can make changes to programmes, as this enables us to update the curriculum, teaching and learning methods and assessment approaches, maintain academic standards, comply with professional and regulatory body requirements, and enhance the academic experience for students.

We aim to manage changes in a way that is fair to those who have already accepted a place on the programme or started the programme before the changes are decided.

We will normally make a change only if the overall effect of the change is either neutral or positive for you and other students or potential students.

Sometimes we cannot avoid making changes with a negative impact, for example because of issues such as student numbers, staff availability or other resource limitations. Where this happens, we will take steps to try and minimise the negative impact of the changes such as offering alternative study options or compensation.

We consult with current students about the impact of proposed changes, so we can decide whether to go ahead with the change and how to manage the change if we go ahead.

When could changes affect me?

As far as possible we try to avoid making material changes which will affect students already studying on a programme; we try to introduce changes only to new students. Where a change will affect you, the process for managing that change will vary depending on when the change is made:

- **Changes made after your application but before you register to start your programme:** We will contact you to tell you about any material changes we are making so you can decide whether you still want to do the programme. If we withdraw or defer a programme (i.e. decide not to deliver it at the time you were expecting to start) we will offer you reasonable alternative arrangements, for example a refund of fees and any deposit. There may be limits or conditions on this type of offer.
- **Changes affecting you as a student already on the programme:** If we propose a material change which will affect you, we will ask all affected students about whether they agree to the change. In some circumstances we may need to go ahead with the change when this isn't fully supported by students. More information about our consultation process is included within our Programme and Unit Modifications Policy and our Student Protection Plan.

Programme closure

If we decide after you have enrolled to close your programme for the future, we will usually continue teaching the programme to you and other existing students until you have completed, in accordance with our Student Protection Plan. In the unlikely situation that it is not possible for you to complete the programme, we will explain why and provide reasonable support to you in transferring to an alternative programme with us or with another provider.

Our programme approval and change policies and our Student Protection Plan can be found in the [course changes section of our important information webpage \(www.bournemouth.ac.uk/important-information\)](http://www.bournemouth.ac.uk/important-information).

c. Mark and assess your work in line with our assessment policies

We will apply the provisions in our assessment policies when we mark your assessments and examinations and take decisions about your academic progression (to the next level of study) and the award of our qualifications.

If you tell us at the right time about any personal circumstances which are affecting your ability to engage with your programme and submit assessments or take examinations on time or at all, we will take these into account appropriately in the marking and assessment board process. More information is available in our Exceptional Circumstances Policy.

Our assessment and exceptional circumstances policies can be found in the [assessment section or exceptional circumstances section of our important information webpage \(www.bournemouth.ac.uk/important-information\)](http://www.bournemouth.ac.uk/important-information).

d. Communicate with you

We will use a range of methods to offer you the information you need to engage fully and safely with your studies and wider life at BU, including information about your academic progress and about decisions or processes which affect you as an individual.

Section 4(c) explains how we provide important information which is relevant to you and sets out your responsibility to read and respond to communications. If you tell us you are finding it difficult to understand our communications, we will explain them to you.

Individual policies may describe when or how we will contact you about particular issues or decisions affecting you.

e. Provide appropriate facilities and services to support you

We provide facilities and services to support you with your studies and with your wider life at BU. The facilities and services we provide are intended to provide you and future students with appropriate types and levels of support for adult students within the university environment.

These include learning resources and facilities required for your programme, IT systems and services, additional learning support and wider advice and support services. The exact nature of the facilities and services provided may vary during your time at BU (for example opening times, scope of service provision). You must comply with any rules notified to you which apply to the use of particular services or facilities.

We will offer you information about available support services so that you can access them directly, and sometimes we will signpost you personally to specific services that we think may be relevant to you. You may need to provide information about you and your circumstances before we can provide a particular support service, for example our Additional Learning Support services (www.bournemouth.ac.uk/als).

Information about all our health and wellbeing support is at www.bournemouth.ac.uk/students/health-wellbeing.

If you need information about any BU service, would like to hear about what services are available to you, or simply need to contact someone at BU, the AskBU service can provide contact details or signposting. You can contact AskBU at any time during the year (call +44 (0)1202 969696, [email askbu@bournemouth.ac.uk](mailto:askbu@bournemouth.ac.uk)).

Please note, additional charges and other terms and conditions may apply for use of recreational facilities or services, e.g. at SportBU.

f. Take appropriate measures to protect the health and safety of you and others

We have appropriate arrangements and processes in place to identify and manage risks to your health and safety and that of others in the university environment (www.bournemouth.ac.uk/safety-personal-security). This applies to public areas of the university and day to day activities on university sites. It also applies to situations or environments where there may be specific or additional risks for some or all students, such as laboratories, workshops and field trips. We may need you to provide information about yourself, take part in training or induction activities and follow health and safety processes and instructions so that we can appropriately assess and manage risks to you and others.

We take additional steps as appropriate to safeguard students who are potentially vulnerable, such as those under 18, students with disabilities and new and expectant mothers (www.bournemouth.ac.uk/safeguarding).

g. Consider and respond to appeals and complaints within our processes

If you think we have not met our obligations under this agreement or not applied our own policies (this includes a concern about an academic matter such as assessment) we ask you to tell us as soon as possible. This is so that we can try to resolve your concern or complaint quickly and informally.

If we do not manage to resolve your concern, you can ask us to review what we've done through the relevant formal appeal or complaint process. We have separate policies to support you in making an appeal or complaint about different categories of decision, e.g. admissions decisions, academic appeals or other complaints. These policies include details on the timescales in which you can make an appeal or a complaint and what you can do if you remain unhappy after our appeal or complaint process has been completed. In most cases, if you are not satisfied with the final outcome of your appeal or complaint after all stages of the BU process are complete, you will be able to refer your case to the Office of the Independent Adjudicator for Higher Education, an independent review body for students. For more information see www.oiahe.org.uk/students.

Apprentices can also refer their case to the Education & Skills Funding Agency.

Our appeals and complaints policies are in the [appeals section](#) or [complaints section](#) of our Important Information webpage (www.bournemouth.ac.uk/important-information).

h. Manage your personal information in line with our privacy notices

So that we can fulfil our obligations we need to use your personal information. Our privacy notices explain what information we hold, how it will be held in our systems, how we use it and when we share it outside the university. The Student Recruitment and Admissions Privacy Notice (www.bournemouth.ac.uk/student-recruitment-admissions-privacy-notice) covers the use of your information during the admissions process. The Student Privacy Notice (www.bournemouth.ac.uk/student-privacy-notice) covers the use of your information when you accept an offer from us and enrol as a BU Student.

6. Ending this agreement

You can cancel this agreement shortly after accepting it, as explained in section 1(d) of this agreement.

After the cancellation period this agreement will end if either you decide to withdraw from your programme or BU decides to withdraw you. Withdrawal means that you stop studying with us and will no longer be a BU student. If you want to return to BU after withdrawal you will need to re-apply and go through the admissions process.

If you are living in student accommodation and this student agreement ends, this will often mean that you no longer have the right to stay in the accommodation. It is important that you check the terms of your accommodation contract so that you understand what will happen under that contract if this student agreement ends.

a. Our right to cancel if you do not start your programme

If you are not able to start attending classes in person at BU by the programme start date or any later date notified to you and/or not able to complete enrolment by the final enrolment deadline, we will cancel your registration (not complete your enrolment) and end this agreement.

Financial implications of cancelling your registration:

- We will not refund your deposit other than in limited circumstances (these include if your application for a student visa is refused for reasons other than a fraudulent application)
- We will refund any other tuition fee payments made by you or by a third party (e.g. a sponsor or a government funding agency such as the Student Loans Company).

b. Your right to end this agreement after you start your programme

You have the right to withdraw from your programme and end this agreement at any time.

Apprentices: Any suspension or withdrawal from an Education & Skills Funding Agency (ESFA) funded apprenticeship programme must also be agreed by your employer.

If you withdraw we will calculate the amount of tuition fees due in line with the fee refund terms set out in the Fees policy. We will refund any additional amount you have already paid or confirm if you are required to make a further payment under this agreement. If your fees were originally paid by a third party (e.g. a sponsor or a government funding agency such as the Student Loans Company) then any refund will be made to that person or organisation.

c. Our right to end this agreement after you start your programme

If you have completed enrolment there are circumstances where we will decide to withdraw you from your programme (end this agreement) even if you do not want to withdraw. This would be where:

- You do not engage appropriately with your studies ([see section 4b](#))
- You have not paid your tuition fees or an instalment of your fees and these are still unpaid at the end of our debt or payment management processes, as detailed in Student Payment Fee Management: Policy and Process, which is found in the Finance section of our important information webpage (www.bournemouth.ac.uk/important-information)
- We assess that you are not able to continue with your studies due to your health or other personal circumstances (under our Support to Study or Fitness to Practise policies)
- You have provided us with fraudulent information which we have relied on
- You have made a very serious breach of other BU policies or of professional body standards which apply to you as a student on a relevant programme, so that withdrawal is justified as a sanction under our policies.

In these circumstances we will calculate the amount of tuition fees due in line with the fee refund terms set out in the Fees policy. We will refund any additional amount you have already paid or confirm if you are required to make a further payment under this agreement.

7. Intellectual property

We do not automatically take ownership of intellectual property that you create as part of your studies including research. However, in some circumstances, we will need you to transfer intellectual property to BU or a third party as explained in our Intellectual Property Policy.

8. Our legal liability to you

Where we talk about being “liable” to you, this means that:

- We have breached this agreement or been negligent in carrying out our obligations under the agreement
- You have suffered certain types of loss or damage as a result of that breach; and
- We have a legal obligation to make up for that breach. This may mean paying financial compensation or taking other steps to address the effects of the breach.

a. Events outside our control

We are not liable to you for loss or damage you suffer where we breach this agreement because of an event outside our reasonable control.

This is an event which we could not have reasonably foreseen or could not reasonably be expected to control, such as terrorist threat or attack, war or threats of/preparation for war, fire, explosion, subsidence, civil unrest, epidemic/pandemic or natural disasters such as storm, flood or earthquake.

If an event outside our control affects our ability to fulfil some or all of our obligations under this agreement (completely or partly), these obligations do not apply – essentially those parts of this agreement are suspended. Where this happens we will contact you as soon as reasonably possible and keep you informed about steps we are taking. We will use reasonable efforts to:

- Partly fulfil our obligations if we consider this to be safe, lawful and reasonably practicable, taking account of the circumstances, our resources and other obligations; and/or
- Meet our obligations through alternative methods. For example change the timing of elements within your programme, use different methods for teaching or assessment or change arrangements for accessing services or facilities.

We will start to perform the affected obligations again as soon as reasonably possible. In the very unlikely event that you will not be able to complete your studies with BU within a reasonable timescale, we will apply our Student Protection Plan (see section 5b above).

b. Other types of loss or damage

We may be liable to you if:

- We fail to carry out our obligations under this agreement to a reasonable standard
- We breach any specific legal duties that we owe you. Examples of such breaches would be causing death or personal injury by our negligence or causing loss or damage by fraud or fraudulent misrepresentation.

Our liability is for any direct, foreseeable loss or damage you suffer as a result of our failure or breach. “Foreseeable” means it was an obvious consequence or it was contemplated (clearly considered possible) by you and us when we entered into this agreement.

Our liability to you in the case of loss or damage (other than for death or personal injury or fraud) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

We are not liable to you for loss or damage:

- Which is due to your own fault, for example because you have been negligent or careless yourself or have not followed instructions; or
- Which is due to the actions or omissions of other people who are not our staff, subcontractors or agents, for example other students or members of the public.

c. Your liability to us

- You may be liable to us if you cause damage or loss to our staff, property (including intellectual property and software licences) or buildings, and that damage or loss is a foreseeable result of your intentional or negligent actions or omissions, your breach of this student agreement, or any BU policy.

9. Other important legal terms

- a. This agreement is personal to you. No third party (other person) has any right to enforce any of the terms of your student agreement.
- b. This student agreement and any dispute or claim arising out of it or in connection with it will be governed by and construed under English law and subject to the jurisdiction of the English courts.

