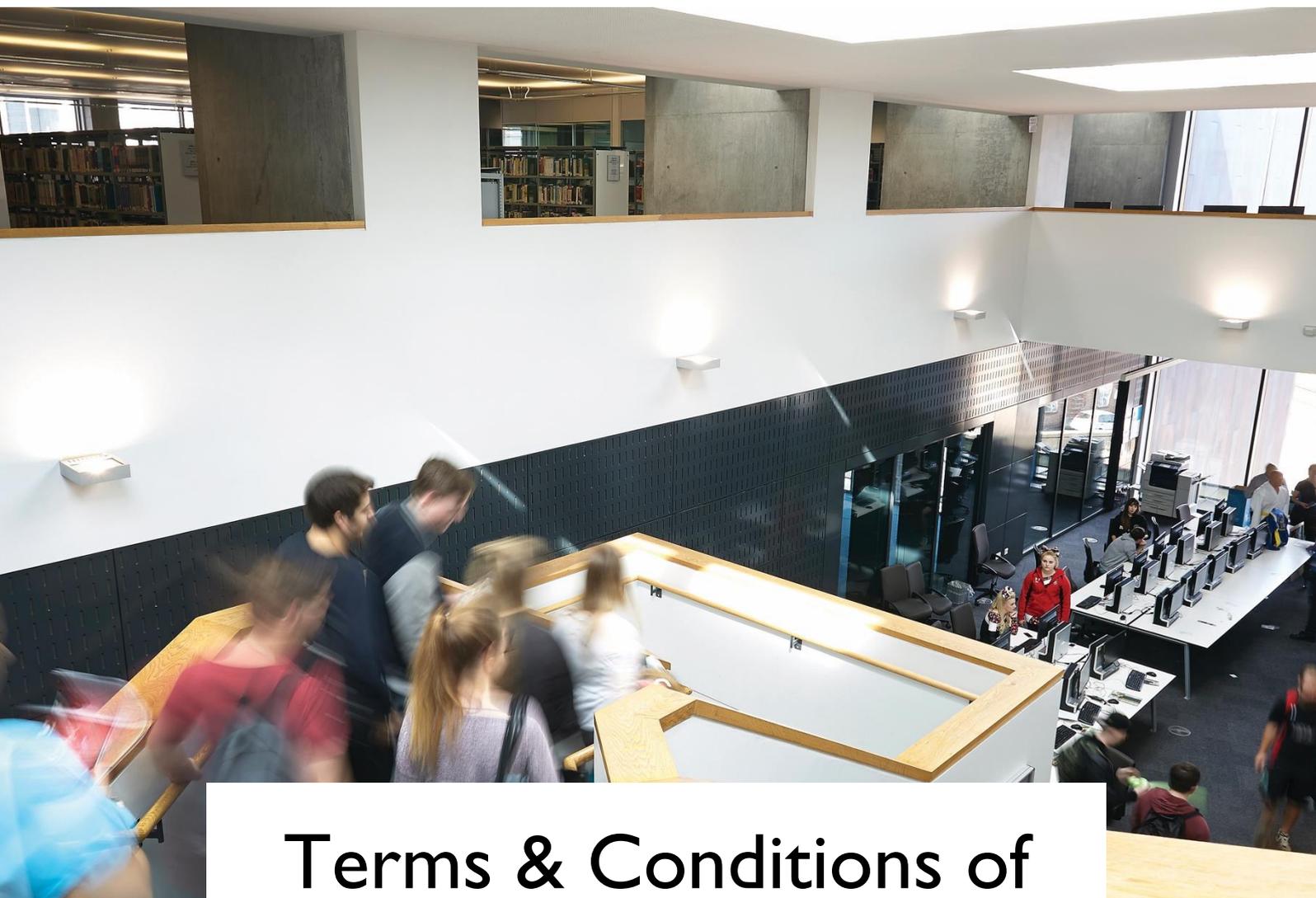




BUCKINGHAMSHIRE
NEW UNIVERSITY

EST. 1891



Terms & Conditions of Admission



Terms & Conditions of Admission

Contents

1	Introduction	2
2	Definitions	2
3	Legal framework.....	2
4	Accuracy of information we provide about your course.....	4
5	Applicants and students with disabilities.....	4
6	Your agreement to comply with the university’s regulations, policies and procedures	4
7	Updates and changes to the university’s regulations, policies and procedures.....	10
8	Applications.....	10
9	Immigration	11
10	Conditions of admission.....	13
11	Fees and payment	14
12	Tuition fee increases	15
13	Delivery of advertised programmes and services	16
14	Liability	19
15	Cancellation and refund policy	20
16	Intellectual property.....	21
17	Termination of contract.....	21
18	Requirements on termination of this contract.....	22
19	Data protection.....	23
20	Serving notice, communicating and keeping in contact.....	23
21	Appeals and complaints.....	24
22	General.....	24

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This document has been designed to be accessible for readers. However, should you require the document in an alternative format please contact the University Secretariat.

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1 **INTRODUCTION**

1.1 These terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (as amended from time to time); (ii) your offer on UCAS Hub and/or offer letter from Buckinghamshire New University (“the University”) (“**Offer**”); and (iii) the online prospectus found at <https://bnu.ac.uk> as at the date of the Offer, form the contract between you and the University in relation to your studies at the University (the “**Contract**”) as at the point at which you accept your Offer.

1.2 If you have any questions or concerns about these terms and conditions or the Contract generally, please contact Admissions at

Admissions@bnu.ac.uk

Or

Admissions Team

Buckinghamshire New University

High Wycombe Campus

Queen Alexandra Road

High Wycombe

Buckinghamshire

HP11 2JZ

2 **DEFINITIONS**

2.1 “the University”, “we”, “us” and “our” refers to Buckinghamshire New University, High Wycombe Campus, Queen Alexandra Road, High Wycombe, Buckinghamshire, HP11 2JZ.

2.2 “You” and “your” refers to you the student or applicant.

2.3 Reference to accepting an offer to study at the University includes any such acceptance, regardless of whether it is on a “first choice” or “insurance choice” basis.

3 **LEGAL FRAMEWORK**

3.1 The University operates within a framework of laws which can apply to it in certain circumstances, for example:

- 3.1.1 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.
 - 3.1.2 The Education (No 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers.
 - 3.1.3 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.
 - 3.1.4 The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has “the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism”.
 - 3.1.5 The Data Protection Act 2018, which controls how individuals’ personal data may be processed by organisations, businesses or the government
 - 3.1.6 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers’ interests, which can include the interests of students and applicants.
 - 3.1.7 The Higher Education and Research Act 2017 which makes provision about higher education and research; and to make provision about alternative payments to students in higher or further education.
- 3.2 These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

4 **ACCURACY OF INFORMATION WE PROVIDE ABOUT YOUR COURSE**

4.1 The University makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study at the University. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. The University will endeavour at all times to keep any changes to such information to a minimum and to keep you informed appropriately.

5 **APPLICANTS AND STUDENTS WITH DISABILITIES**

5.1 The University welcomes applications from prospective students with disabilities. Students and applicants with disabilities are encouraged to notify the University at the earliest opportunity so that any appropriate support arrangements can be provided. We recommend that you contact the Disability Service Team in the first instance so that they can advise you and notify the relevant contacts at the University.

6 **YOUR AGREEMENT TO COMPLY WITH THE UNIVERSITY'S REGULATIONS, POLICIES AND PROCEDURES**

6.1 By accepting an Offer, you agree to comply with, and be bound by, the Contract including these terms and conditions and all the University's regulations, policies and procedures as published on its website (as amended from time to time and as applicable to you).

6.2 By enrolling each year, you will be reaffirming your acceptance of these terms and conditions (and the terms of the Contract) for that year.

6.3 The University's regulations, policies and procedures contain important provisions, including those outlined below:

6.4 The policies and procedures relevant to this document include, but are not limited to:

- 6.4.1 *Academic Appeals Process;*
- 6.4.2 *Academic Assessment Regulations;*
- 6.4.3 *Academic Integrity Policy;*
- 6.4.4 *Acceptable Use Policy;*
- 6.4.5 *Accreditation of Prior Learning Policy and Procedure;*
- 6.4.6 *Admissions Policy & Procedure;*
- 6.4.7 *Attendance and Engagement Policy;*
- 6.4.8 *Attendance and Engagement Monitoring Procedure (International Students);*
- 6.4.9 *Disclosing Criminal Convictions Policy;*
- 6.4.10 *Fitness to Practise Procedure;*
- 6.4.11 *Health and Safety Policy;*
- 6.4.12 *Intellectual Property Policy and Procedures;*
- 6.4.13 *International Student Policy;*
- 6.4.14 *Interruption Withdrawal and Transfer Procedure;*
- 6.4.15 *Learning Partnerships Agreement;*
- 6.4.16 *Marketing Recruitment and the Admission of International Students Procedure;*
- 6.4.17 *Mitigating Circumstances Policy;*
- 6.4.18 *Payment and Debt Procedures (Home / EU);*
- 6.4.19 *Personal Tutoring Policy;*
- 6.4.20 *Placement Learning;*

- 6.4.21 *Pregnancy and Maternity Policy (Students);*
- 6.4.22 *Qualifications and Credit Framework*
- 6.4.23 *Safeguarding Under-18s and Adults at Risk Policy and Procedure;*
- 6.4.24 *Student Bullying and Harassment Policy*
- 6.4.25 *Student Complaints Procedure; and*
- 6.4.26 *Student Code of Conduct*
- 6.4.27 *Regulations for Taught Degree programmes*
- 6.5 There are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of the University's academic community. A summary of how these principles apply is contained within the *Academic Integrity Policy* listed above. These principles include, but are not limited to:
 - An expectation, and requirement, that students work with academic honesty and present work that is their own, properly acknowledging all sources (books, journals, websites etc.) used.
- 6.6 The University policies and processes can be found [here](#).
- 6.7 These set out:
 - 6.7.1 The awards that the University makes (different types of degree and other awards)
 - 6.7.2 The requirements of approved programmes of study, including the circumstances and conditions under which the University may allow a period of study to be interrupted where a student is ill or has another adequate reason.
 - 6.7.3 The University's authority to make a degree and/or other awards and to revoke such awards.

- 6.7.4 The general entrance requirements, which specify conditions for admission to the University. As well as academic requirements, these include matters such as:
- (i) where required, to ensure that an appropriate visa is in place and that you have complied with the requirements of the UK immigration authorities;
 - (ii) proficiency in English (including a requirement to provide certificated proof of competence in English).
- 6.7.5 Arrangements for credit transfers and recognition of previous study.
- 6.7.6 Requirements that students must comply with to enrol annually during their course.
- 6.7.7 The University can terminate a student's registration for a number of reasons which may include for example: lack of academic progress; failure to meet the requirements of the programme (including failure at examinations); inappropriate behaviour; and/ or as a misconduct penalty.
- 6.7.8 The power to terminate a student's registration, or possible disciplinary action if as an applicant they provided untrue or inaccurate information on admission.
- 6.7.9 The power to terminate a student's registration for:
- (i) Academic misconduct, as set out in the *Academic Integrity Policy*;
 - (ii) Abusive or discriminatory behaviour (as set out in the *Student Bullying and Harassment Policy*);
 - (iii) The creation, download, storage or transmission of unlawful material, or material that is indecent, offensive, defamatory, threatening or discriminatory (as set out in the *Acceptable Use Policy*).

6.7.10 The *Academic Appeals Process*, which set out the limited grounds on which decisions of assessment boards or examiners may be challenged, and the possibility of further pursuing a complaint to the Office of the Independent Adjudicator for Higher Education.

6.8 In addition they include:

6.8.1 Attendance, absence reporting and requirements about keeping in contact with the University.

6.8.2 Requirements for paying tuition fees, dates for payment of fees and what happens if fees are not paid, **which may for example, result in a student not being entered for examinations or assessments or not being allowed to re-enrol, or being suspended or not having examinations or assessments graded or not being invited to graduate.**

6.8.3 Powers to suspend or exclude students, for example, for a breach of the University's misconduct or health and safety regulations.

6.8.4 Misconduct regulations (as set out in the *Academic Integrity Policy*), which make provision for investigating allegations of misconduct by students, and **which may for example, result in a student being expelled, awarded a zero mark, required to pay compensation for damage.** The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator.

6.8.5 These regulations **permit a student's registration to be suspended or even terminated where the grounds specified in the regulations are met.** The grounds include: Academic misconduct, abusive or discriminatory behaviour (as set out in the *Acceptable Use Policy* and *Student Bullying and Harassment Policy*), behaviour that is a risk of immediate or continuing danger to others or disruption of the University's normal operations (as set out in the *Fitness to Study Procedure*).

- 6.8.6 These Regulations also contain provision for the removal of a student from an external environment (for example, a work placement) where a student fails to comply with the rules and regulations applicable to that external environment. The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator (OIA).
- 6.8.7 The *Fitness to Practise Procedure*, which explains the particular rules applicable to students following a course of study which leads to a professional qualification registrable with a statutory or other regulatory body (for example, certain medical and teaching qualifications). The regulations explain which courses they apply to, and the requirement on the University to be satisfied that such students are fit to practise in the relevant profession. **The regulations explain how concerns about fitness to practise are investigated, and that a student's registration may, for example, be suspended or terminated if the regulations are breached.** The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator (OIA).
- 6.8.8 *The Student Complaints Procedure* which explains the procedures which students should use if they have a complaint, including applicable time limits for lodging complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints). The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator (OIA).
- 6.9 The *Acceptable Use Policy* applies to anyone using the University's library or IT services or facilities. **Breach of these regulations may be a disciplinary matter** under the University's *Student Code of Conduct* (see above). These regulations also explain what monitoring of IT and library facilities is undertaken, and in what limited circumstances the content of messages might have to be disclosed, in accordance with relevant legal frameworks.

6.10 The University's policies include its email usage policy, **breaches of which may be a disciplinary matter under the misconduct regulations** contained in the *Acceptable Use Policy & Student Code of Conduct*.

6.11 The University aims to regularly review or update all policies and processes. The updated version supersedes the previous version and applies to all students irrespective of their year of first registration.

7 **UPDATES AND CHANGES TO THE UNIVERSITY'S REGULATIONS, POLICIES AND PROCEDURES**

7.1 During your period of study with the University, the University may update and replace its regulations, policies and procedures from time to time in order to ensure that it operates efficiently for students, and meets relevant legal and regulatory obligations. Important changes to the regulations, policies and procedures will be appropriately notified to students. The [policies](#) area of the website will always contain the latest version of any document.

7.2 If you do not enrol within two weeks of the start of the term that your programme begins the University reserves the right to refuse to enrol you and withdraw you from your programme (without the University being liable to you for not enrolling you) **Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.**

8 **APPLICATIONS**

8.1 It is your responsibility to ensure that all of the information you provide to the University and/or the UKVI is true and accurate.

8.2 If it is discovered that your application contains false or misleading information, material inaccuracies or omissions or fraudulent information, the University may withdraw or amend your Offer, or terminate your registration at the University, according to the circumstances, without liability to you. If you believe this decision is made in error by the University, you can supply supporting evidence to Admissions if you are an applicant or Academic Registry if you are a registered

student. Alternatively the Bucks Students' Union Advice Centre can provide you with independent advice and support - email suadvice@bnu.ac.uk. In all instances you will be asked for evidence explaining why you think the decision was wrong. Further details can be found in the *Student Complaints Procedure* for existing Buckinghamshire New University students, or in the *Admissions Policy and Procedure* for prospective students.

- 8.3 The Offer the University makes to you will be conditional or unconditional. If your Offer is conditional, the University will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme.
- 8.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the University reserves the right to withdraw your Offer. This means that you will not be entitled to enrol onto the course.
- 8.5 You may be required, at the request of the University, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. **Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your Offer and the termination of the Contract. You will not be entitled to a refund of any paid deposit.**

9 **IMMIGRATION**

- 9.1 If you require a visa to study in the UK, you will need to demonstrate, as part of the application process and at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. **If you fail to demonstrate that you have a valid immigration status the University reserves the right to withdraw you from your programme (without liability to you).** Further details are contained within the *International Student Policy*.
- 9.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the University.

- 9.3 The University is required to withdraw sponsorship of your visa and/ or notify the UKVI if you do not comply with UKVI rules and any conditions of your visa, including but not limited to:
- 9.3.1 your overall attendance is not deemed to be acceptable;
 - 9.3.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 9.3.3 you successfully complete your programme of study in a shorter period than originally planned; or
 - 9.3.4 you fail to comply with any of the conditions that apply to your visa
- 9.4 If you choose to withdraw from your studies or if your registration is terminated by the University (for example, as a result of your breach of a rule, regulation or of these terms and conditions), this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 9.5 **If your visa is revoked for any reason, or if you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission the University may refuse to admit or enrol you, and may withdraw you from your course. The University may terminate your registration on your programme and terminate the Contract with you. You will not be entitled to a refund of any deposit or tuition fees already paid. If you believe such a decision is incorrect, you may refer either to the relevant part/s of the *Admissions Policy and Procedure* or *Student Complaints Procedure*.**
- 9.6 On occasion, the University will need to contact the UKVI to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the University contacting the UKVI on your behalf and the UKVI releasing such information to the University.

10 CONDITIONS OF ADMISSION

- 10.1 Your admission to the University, attendance on a programme, and right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the University.
- 10.2 Unless there is a good reason not to do so, we expect you to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the University. If you fail to do so, the University may take disciplinary action against you.
- 10.3 If you breach a term of the Contract, or any of the documents referred to in it, the University may take disciplinary action against you under the University's *Student Code of Conduct*.
- 10.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must contact the University via admissions@bnu.ac.uk prior to enrolment so that the University can consider whether such convictions are compatible with membership of the University and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by Admissions as part of the application process. Courses where such a disclosure is required are as follows:
- MSc Child Protection and Adult Safeguarding
 - BSc (Hons) Midwifery
 - BSc (Hons) Nursing (all fields)
 - MSc Nursing (pre-registration) (all fields)
 - FDS Sc Nursing Associate
 - BSc (Hons) Operating Department Practice
 - DipHE Operating Department Practice
 - BSc (Hons) Paramedic Science

- BSc (Hons) Physiotherapy
- MSc Physiotherapy
- BSc (Hons) Social Work
- MSc Social Work
- PGDip Social Work (Step-up to Social Work)
- BA (Hons) Sport and Physical Education
- BSc (Hons) Sports Therapy
- MSc Sports Therapy
- PGDip Physicians Associate
- MSc Physicians Associate

10.5 If you commit a criminal offence whilst you are an enrolled student, this will need to be declared to the Students and Wellbeing Team as it may affect your place at University.

11 **FEES AND PAYMENT**

11.1 By accepting an Offer you are confirming that you accept your responsibility to ensure your Tuition fees are paid in accordance with the published *Payment and Debt Procedures*. You also agree to be bound by the University's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time in the *Payment and Debt Procedures*.

11.2 In the event that your tuition fees have not been paid in full by their due date (in accordance with those dates found on the Fees and Funding section of our website), the University may refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you). **This can result in you being suspended, not being allowed to enrol, or not being allowed to graduate.** The full provisions explaining this are set out in the *Payment and Debt Procedures*.

11.3 You are responsible for your own living expenses, travel and accommodation costs. If the course you are studying requires other costs to be incurred as part of the

course (for example, if there is a compulsory field trip), then this will have been notified to you by email.

- 11.4 Additional course costs may be applicable to some courses. Details of any additional costs are included on the course specific website pages.
- 11.5 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from tuition fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University.
- 11.6 Please also note that the *Debt Management and Bad Debt Write-Off Policy* also provides that interest may be charged on unpaid fees, and that tuition debt collection fees may be recovered from you, and also that an administration fee may be charged in respect of dishonoured cheques. The rate of interest is taken to be bank base rate + 1%.
- 11.7 The amount of your tuition fees may vary depending on whether you are a “Home” student or an “Overseas” student. More information on this can be found on the relevant course page.
- 11.8 The University may pursue legal proceedings against you if you are in debt to the University and/ or the University may instruct a third party debt collection agency.
- 11.9 If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of tuition fees), please contact income@bnu.ac.uk.

12 **TUITION FEE INCREASES**

- 12.1 Students on programmes of study of more than one year should be aware that tuition fees may increase every year.
- 12.2 Once a student commences a course, the University hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, it is possible that changes in government policy or regulation, or increased costs of

delivering your course may mean that tuition fee increases in future years are applied on the basis set out below.

- 12.3 In such cases, the University reserves the right to increase fees annually, subject to the cap on increases provided for at paragraph [12.4] below. This may mean that any tuition fee increases apply to self-funding overseas (non EU) students, but not to home/EU students, where those fees are subject to a cap imposed by regulatory requirements. Where such increases are necessary, the University will give affected students not less than 3 months' notice before the start of the academic year to which the fee increase is intended to apply.
- 12.4 In any event, an annual increase in tuition fees will not exceed the cap specified in this paragraph. This does, however, mean that students entering the second, or later years of study may be charged fees which increase in each year of study. However, unless the increase is required to comply with legislation or regulatory requirements, such a fee increase shall not exceed a 5% increase on the previous academic year's tuition fee for the course in question.
- 12.5 Any such increase shall also be subject to any restriction on such increases imposed by legislation or regulatory requirements.

13 **DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES**

- 13.1 The University aims to deliver programmes in accordance with the descriptions set out in the Contract. However:
- 13.1.1 Due to the period between prospectus publication and registration, circumstances may change due to factors beyond the University's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The University will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at the University, the University shall bring these to your attention as soon as

possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University for tuition fees (even if the cancellation period referenced below has expired) or transfer to such other programme (if any) as may be offered by the University and for which you are qualified;

- 13.1.2 If there are not sufficient enrolments to make a programme or module viable, the University may be forced to cancel the programme or module. If you have received an Offer for a programme which the University discontinues prior to you registering at the University, the University will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme or module and for which you are qualified. If you are unhappy with the replacement programme provided by the University or if the University is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for tuition fees (even if the cancellation referenced below has expired);
- 13.1.3 Following suitable consultation with students (as a minimum informing students of the changes in advance, and giving them appropriate opportunity to comment on the proposals) the University reserves the right to vary minor elements of your programme (including variations to, but not removal of, modules) from that described in the Contract in order to improve the quality of educational services, and/ or in response to student feedback.
- 13.1.4 The University will only make other changes to courses in the limited circumstance set out below. Examples of “changes” include changes to the content or structure of courses, or to the location or method of teaching or assessment, or to the type of award. More information can be found within the *Programme Approval and Amendment Policy*. The circumstances where changes may be made or required are:

- (i) Where changes are in students' overall interests, for example, because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the University means that teaching locations change to a different site;
- (ii) Where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of University staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;
- (iii) Where a teaching location becomes unavailable for reasons outside the University's control, for example, because of flooding; or
- (iv) Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how the University is required to operate because of changes to a professional body's/ accrediting body's/ commissioning body's requirements or changes to immigration rules or other laws/regulations.

13.2 If we are proposing to make a significant change to your programme (such as the removal of a module) as outlined in the *Programme Approval and Amendment Policy*, we will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module. In the case of a significant change (for example, closing a course during a student's studies), we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

- 13.3 Where changes or course closures are proposed or have to be made for the reasons outlined above, the University will take all reasonable steps to minimise disruption to students. More on this can be found within the University's *Student Protection Plan*.
- 13.4 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause [13], the University will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

14 **LIABILITY**

- 14.1 Nothing in these terms and conditions will limit or exclude the University's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 14.2 Whilst the University takes all reasonable care to ensure the safety and security of its students whilst on the University's campuses, the University does not accept responsibility, and expressly excludes liability for damage caused to students' property or intellectual property, other than through the negligence of the University, its staff or agents. You are advised to insure your property against theft and other risks.
- 14.3 The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
- 14.4 Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment of the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to 3 times the total amount of tuition fees paid by you.
- 14.5 The University shall not be liable to you arising from matters outside our control or if the University is prevented from delivering its services to you as a result of

matters outside its control. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems. However, reasonable steps will be taken to minimise the disruption to those services.

15 **CANCELLATION AND REFUND POLICY**

- 15.1 The Contract between you and the University will commence on the date on which you accept your Offer. You have the right to cancel this contract within 14 days from the day you accept an offer without giving any reason (including if you change your mind), although in order to assist the University with future planning we may ask why you chose to end the contract.
- 15.2 To exercise your right to cancel, you must inform Admissions, of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the programme for which you accepted an offer. This should be sent to admissions@bnu.ac.uk or Admissions, Buckinghamshire New University, Owen Harris Building, Queen Alexandra Road, High Wycombe, HP11 2JZ, but you do not have to use this model form.
- 15.3 Subject to Clause 8.5, if you cancel your Contract in accordance with this Clause 8 the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any fees as a result of the reimbursement.
- 15.4 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To withdraw from your programme following expiry of the cancellation period

(including after enrolment) you must follow the published *Interruption, Withdrawal or Transfer of Student Procedures*.

- 15.5 If you cancel your contract following expiry of the cancellation period, the *University's Payment and Debt Procedures* describes the refund entitlements which you may be entitled to.

16 **INTELLECTUAL PROPERTY**

- 16.1 Unless you are a postgraduate student, you shall own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments.
- 16.2 Further information is contained within the University's *Intellectual Property Policy and Procedures*.

17 **TERMINATION OF CONTRACT**

- 17.1 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees, if your studies with the University are terminated because:
- 17.1.1 A request from the University for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the University;
 - 17.1.2 You have failed to enrol with the University and/or pay outstanding fees in accordance with the *University's Payment and Debt Procedure*;
 - 17.1.3 The University has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published *Withdrawal Procedures*;
 - 17.1.4 Action has been taken against you to withdraw you from your course in accordance with the *University's Student Code of Conduct*; or

17.1.5 Action has been taken against you to withdraw you from your course following the decision of a Board of Examiners, for example; course termination due to amount of failed assessment

17.2 In addition, the University may end the Contract by written notice to you in the following circumstances:

17.2.1 If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the University, makes it inappropriate for you to study on your programme;

17.2.2 If the University becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the University, makes it inappropriate for you to study on your programme; or

17.2.3 If, in the reasonable opinion of the University, you have failed to provide the University with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

18 **REQUIREMENTS ON TERMINATION OF THIS CONTRACT**

18.1 If at any time the Contract terminates:

18.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled);

18.1.2 You shall be required to stop studying on your programme and to leave the University immediately (if, at the date of termination, you have enrolled);

18.1.3 You must return your Student Identification Card issued to you on enrolment, together with all property owned by the University;

18.1.4 You must pay all outstanding fees, charges and debts immediately; and

18.1.5 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees.

18.2 Any action taken by the University under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The University will not be liable for any loss or damage which you may suffer as a result.

19 **DATA PROTECTION**

19.1 The University holds information about all applicants to the University and all students at the University. The University uses the information provided by applicants and/or students for the reasons set out in the University's *Data Protection Policy*.

19.2 The University will only process your personal data in accordance with the University's *Data Protection Policy*.

19.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 19. You should refer to the University's *Data Protection Policy* for more information.

19.4 Students who are involved in dealing with other peoples' personal data (for example, in some research projects, or in the course of a work placement) must ensure that they abide by the requirements of data protection legislation (which contains requirements about security of personal data, and how such data is used and shared). They should refer to relevant policies (for example, *Acceptable Use Policy*) and seek guidance from their tutor or supervisor where appropriate.

20 **SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT**

20.1 The University normally sends communications via email to the student's University email account. Where hardcopy correspondence is required (for example, if it is required by a policy or procedure) it will be sent to the student's 'home' or main residence address as recorded on the University's Student Records System.

- 20.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your University e-mail account is regularly monitored.
- 20.3 Correspondence will be deemed to have been received by you if sent either to your University e-mail account or your 'home' or main residence address as recorded on the University's Student Records System.
- 20.4 The University will not usually over-turn decisions because of a claim of missed communications where it can be shown that the University contacted students through the University email account and/or through communications sent to the home or main residence as recorded on the University's Student Records System.

21 **APPEALS AND COMPLAINTS**

- 21.1 If you wish to complain about the service you receive from the University, you should refer to our *Student Complaints Procedure* and follow the procedures described. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.
- 21.2 If, having followed the *Student Complaints Procedure* to completion, you remain dissatisfied and, if you are an enrolled student, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.
- 21.3 If you wish to appeal a decision that you receive from the University, you should refer to our *Academic Appeals Policy* and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

22 **GENERAL**

- 22.1 The terms of the Contract shall only be enforceable by you and the University.
- 22.2 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

- 22.3 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and the University without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 22.4 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract, these terms and conditions shall take precedence.
- 22.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 22.6 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.



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