



BISHOP
GROSSETESTE
UNIVERSITY

BGU's Student Agreement

2021-2022



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Introduction

This agreement contains important information to help you when you are applying to our University or starting your studies here. It is relevant for you at each stage of our admissions process, including when you:

- ▶ Apply to study with us
- ▶ Attend your interview with us (if required)
- ▶ Receive an offer of a place to study from us
- ▶ Accept an offer of a place to study from us – this may be a conditional offer, and there will be some tasks you must carry out, to meet those conditions.
- ▶ Choose us as your firm choice University
- ▶ Enrol with us
- ▶ Re-enrol with us if you are a current student

This agreement helps you understand what we can expect from each other.

It lets you know where you can go if you need help from us on a particular topic. This agreement tells you how we will manage a range of issues and provide our services. These include providing placements, assessing your work, managing any changes to your programme of study or to our policies or rules, helping you manage any financial difficulties, and what our regulations say about misconduct, complaints and more.

There is lots of extra information on our website too. This agreement contains web links and points you to other sources.

You will be asked to confirm that you have read and understood this agreement and that you agree to it. It forms a contractual relationship between us. This agreement is 'the contract' between us.

Please keep this agreement safe so that you can refer back to it if you need to.



1. Payment of Fees

1.1 The fees for your programme, together with details of how those fees may be increased annually, are set out in our Tuition Fee Register, Charges and Student Debt Policy.

1.2 You must make arrangements at the beginning of your programme for the payment of your fees.

1.3 We will invoice you for the full amount or remaining portion of your fees for each year of your programme. There may be occasions when we will not do this, such as if (for each year of your programme) you have:

- financial support via Student Finance England, Wales, Northern Ireland or Student Awards Agency Scotland; or
- received an official letter/form from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
- you have applied for and obtained a discount or remission of fees.

1.4 You must ensure that you provide us with the necessary documentation about your funding. This should be provided to our Finance Office at enrolment, or as soon as you can after enrolment.

1.5 If you are enrolling on the basis that you are or will be applying for tuition fee waiver (full-time or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.

1.6 If you are self-funding and have to pay your own fees, payment can be made (in accordance with our Tuition Fee Register, Charges and Student Debt Policy) by using the web address: **payments.bishopg.ac.uk**. If you have any queries about payment please call **01522 563811**.

2. Accuracy of Information

2.1 We will ask you to confirm you have given full and accurate information when applying to study with us and when enrolling with us.

2.2 Your admission and enrolment may be invalid, if you have provided any false or misleading information. This could lead to our contract with you being terminated.

3. Communicating with the University

3.1 On enrolment, you will be allocated a University email account. All email communications from us will be sent to that account. We expect you to use your University account when contacting us, and to check your account regularly.

4. University Rules and Regulations

4.1 You agree to comply with all the University's Regulations, Rules, Codes,

Policies and Procedures that apply to enrolled students. These regulations can be found here:

www.bishopg.ac.uk/policies

4.2 Some of the rules and regulations you must be aware of are set out below.

(a) Our expectations about your attendance, academic due diligence, academic conduct and academic progress are set out in the Regulations for the level of your programme of study. If you do not meet these expectations you may not be permitted to progress on your programme.

(b) Our rules regarding academic misconduct, including plagiarism and the processes we use to detect it, can be found in the University's Code of Practice for the Assessment of Students and Code of Practice for Academic Misconduct. If you do not follow these rules we may need to take disciplinary action and you could face academic penalties and/or expulsion.

(c) Our rules regarding payment of sums owing to us, can be found in the Tuition Fee Register, Charges and Student Debt Policy. If you do not pay money that you owe to us, we may withdraw our services.

(d) Our expectations of student behaviour are set out in the Student Disciplinary Procedure. If you do not follow these rules, we may need to take disciplinary action and you could face sanctions and/or expulsion.

(e) Our Support for Study Procedure describes the steps we may take if there

are concerns about your health and wellbeing.

(f) Our Professional Suitability Policy applies to students on professionally regulated programmes leading to or satisfying the conditions of a professional qualification or conferring a licence to practise in a particular profession. If you do not follow these requirements we may need to review your fitness to practise.

(g) Some applicants (to professionally regulated programmes and some other programmes) must undergo an enhanced Disclosure Barring Service (DBS) check. We will organise the DBS check for you. It must take place before you can be enrolled on to your programme. You should also be aware of the rules under the Childcare Disqualification Act for programmes where we have to comply with safeguarding laws (such as teacher training in schools). Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.

(h) You must notify us immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your programme, or if your circumstances change relating to fitness to practise or DBS checks.

(i) Our requirements and expectations regarding the organisation of, responsibility for and conduct during any placement that may form part of your programme are set out in the Partnership Manual (Initial Teacher



Training) and the Placement Operational Handbook. If you need to make any independent visits to placement settings, or undertake any of your own research prior to your placement starting, this is done at your own risk.

(j) (j) Our Code of Practice for Safeguarding Children and at-risk Adults sets out our procedures and responsibilities for responding to safeguarding concerns.

(k) Our Student Protection Plan sets out how we will protect the student experience in the event of programme changes or closure.

5. Changes to University Regulations

5.1 We have the right to add to, delete or make changes to our Regulations, Rules, Codes, Policies and Procedures. We may need to do so if such changes will (in our opinion) assist in the proper delivery of education. We usually make changes for one or more of the following reasons:

(a) to review and update our Regulations, Rules, Codes, Policies and Procedures to ensure they are fit for purpose;

(b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;

(c) to incorporate sector guidance or best practice;

(d) to incorporate feedback from students; and/or

(e) to aid clarity or consistency of approach.

5.2 We will consult with the Students' Union (SU) before making any substantive changes to Regulations, Rules, Codes, Policies and Procedures.

5.3 Any changes will normally come into effect at the start of the next academic year. Some may be introduced during the academic year if we consider it is in your interests. Sometimes changes may be made during the academic year if they are required by law or in other exceptional circumstances. We will take all reasonable steps to minimise disruption to you. For instance, we will give you reasonable notice of any changes before they take effect or introduce the changes gradually.

5.4 The updated Regulations, Rules, Codes, Policies and Procedures will be made available on our website. They may also be publicised by other means so that you are made aware of any changes.

6. Disclaimers

6.1 We will do all that we reasonably can to provide the programme, related educational and other services and facilities as described in the material information set out on our website or in the Prospectus or other documents we have issued to enrolled students. Sometimes circumstances beyond our reasonable control which could not have

been prevented mean we are delayed in providing or otherwise cannot provide such services and facilities. Examples include (but are not limited to):

- (a)** industrial action by our staff or third parties;
- (b)** the unanticipated and/or unavoidable absence or departure of key members of our staff;
- (c)** power failure;
- (d)** acts of terrorism;
- (e)** pandemics, epidemics and other threats to public health;
- (f)** fire;
- (g)** severe weather conditions;
- (h)** natural disasters;
- (i)** political or civil unrest;
- (j)** damage, interruption or lack of access to buildings, facilities or equipment;
- (k)** the acts or delays of any governmental or local authority;
- (l)** legal or regulatory changes;
- (m)** withdrawal by any government or local authority of any necessary licence;
- (n)** where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

6.2 Where any of the above events occur, we will notify you and take all reasonable steps to minimise the resultant disruption to students who are affected by, for example:

- (a)** offering the opportunity where reasonably possible to transfer to another programme;
- (b)** deferring the start date for a programme;
- (c)** delivering the programme in a different way, from another location or online, or at another time;
- (d)** delivering a modified version of the same programme;
- (e)** assisting you to transfer to complete the programme at another provider;
- (f)** delivering other services and facilities in a different way, from a different location or online.

6.3 If you are not satisfied with the steps taken to mitigate the disruption caused, you may terminate your contract with us and we will follow our Student Protection Plan. Alternatively, you may make a complaint under our Student Complaints Procedure.

6.4 Where, as a result of any of the above events, it is necessary to close or discontinue or cease to deliver a programme, we will follow our Student Protection Plan.

6.5 Where any of the above events occur

then, other than as set out in paragraphs 6.3 and 6.4 above, neither we nor you will be liable for continued compliance with the contract or to each other for further fees, refunds of fees paid or other loss or damage of any kind.

6.6 We will endeavour to deliver our programmes in the way they are described in our online course pages for the academic year in which you start studying with us. We have the right to make reasonable changes to the programme where they are needed to help us give you a better educational experience. For instance, changes may be made to the content and syllabus of a programme, its location or the ways we deliver and assess a programme. If we need to make such changes, we will keep them to a minimum. We will discuss any changes that affect you in advance and ask for your views. Our aim will always be to maintain a quality student experience. If the University changes your programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme. If required, we will offer you reasonable support to transfer to another programme with us, or to another provider.

6.7 We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

(b) fraud or fraudulent misrepresentation.

6.8 We do not accept responsibility and expressly exclude liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

7. Data Protection

7.1 We are committed to protecting your personal information when you are using our services, in accordance with the General Data Protection Regulation 2016 and Data Protection Act 2018.

7.2 Details of how your data is handled by the University are available within the University's Fair Processing Policy for Students, Data Protection Policy, and Privacy Policy. These documents can be found at: www.bishopg.ac.uk/data-protection



8. Students with Disabilities

8.1 The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. All offers are conditional upon us being able to implement the specific adjustments reasonably needed for you to complete your programme. We are more likely to be able to implement such adjustments in a prompt and timely way if you notify us of any disability early in the recruitment process, and engage in any necessary discussions or health assessments as required by us.

8.2 Students on professionally regulated programmes are required to notify any disability which may impact on their ability to complete the programme and be fit to practise on completion of their studies. All offers are conditional upon a satisfactory occupational health assessment.

8.3 If you have disclosed a disability, the Student Advice Service will need to assess what, if any, reasonable adjustments are required and how they can be implemented. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to know, to help with the adjustments identified.

8.4 You have the right to request that information about your disability is not

disclosed to staff. If you wish to do so during application or enrolment stage, contact the University Admissions Manager. If you wish to do so during your studies, contact the Student Administration Manager. All efforts will be made to implement reasonable adjustments, but if you request confidentiality it may mean we cannot make some or all of the adjustments identified.

9. Your Cancellation Rights

9.1 You have a statutory right to cancel this contract without giving any reason. This cancellation period will expire 14 days after the date on which you accept the offer of a place at the University.

9.2 Should you wish to cancel and you have made your application through UCAS or UCAS Teacher Training, you must contact UCAS directly to amend your offer decision.

9.3 Should you wish to cancel and you have made your application direct to the University, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form at the end of this document. The statement/cancellation form should be returned to: **admissions@ bishopg.ac.uk**.



10. Reimbursement

10.1 If you cancel this contract as set out above, we will reimburse to you all payments received by us from you. We will make the reimbursement without undue delay, and not later than 14 days after the University is informed about your decision to cancel this contract.

10.2 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.



11. Cancellation After the Statutory Cancellation Period

11.1 If you cancel the contract after the statutory cancellation period has expired, the University may not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may also be obliged to pay a proportion of your tuition fees. Further details can be found in our Refund and Compensation Policy.

12. Programmes That Start Within the Statutory Cancellation Period

12.1 If your programme is due to begin within 14 days from the date you accept the offer of a place with us (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period.

12.2 If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of our service to you to the date of cancellation and any additional expenses previously incurred by us, in pursuit of confirmation of your eligibility to enrol, such as fees for DBS checks.

13. Visa Requirements for Overseas Students

13.1 If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at: **www.bishopg.ac.uk/policies-procedures-regulations-forms**

13.2 You must make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, we have the right to terminate our contract with you.

14. General

14.1 If any provision of this agreement, which forms the contract between you and us, is held to be void or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

14.2 This agreement shall be governed by and construed in accordance with the laws of England and Wales. Both parties agree to submit to the jurisdiction of the courts of England and Wales.

14.3 This agreement does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

15. Your Agreement and Consent

15.1 By the completion of our Self-Service Form and signing your Enrolment/ Re-Enrolment Pass, you confirm that you have read and understood this agreement and that you agree to comply with all parts of it.





Cancellation Form

For pre-enrolment cancellations, please fill out this form and send by post addressed to:

**Admissions, Bishop Grosseteste University,
Longdales Road, Lincoln, LN1 3DY**

or send by email to:

admissions@bishopg.ac.uk.

For post-enrolment cancellations, please fill out this form and send by post addressed to:

**QASD, Bishop Grosseteste University,
Longdales Road, Lincoln, LN1 3DY**

or send by email to:

qasd@bishopg.ac.uk.

I hereby give notice that I wish to cancel my contract with the University (due to commence at the stated programme start date).

Name of student: _____

Student number: _____

Programme title: _____

Address of student: _____

Date: _____

