

**University of Bradford**  
**Student Contract 2017/18**

If You require this document in an alternative format, such as Braille, large print or a coloured background, E-text (compatible with screen-reading software) or digital audio such as CD please contact [marketing@bradford.ac.uk](mailto:marketing@bradford.ac.uk).

This document sets out the Terms and Conditions which apply when **You Accept an Offer of a Place** on a **Programme** of study at the University of Bradford.

These **Terms and Conditions** represent an agreement between **You** and the University. It is **Your** responsibility to read them and make sure You understand them. If **You** have any questions or concerns about these **Terms and Conditions**, You should contact Us by email at [universitysecretary@bradford.ac.uk](mailto:universitysecretary@bradford.ac.uk) before accepting the offer, or at any other time.

## Definitions

**Academic Session** means the period of academic study that is denoted by the Academic Year in which you start your studies, for example if you start in January 2018 the Academic Session is 2017/18.

**Academic Year** means the period 1 August to 31 July.

**Accept an Offer of a Place** means to confirm via UCAS that the University is **Your** firm or insurance choice, or to confirm directly to the **University** that **You** accept an offer.

**Additional Costs** means additional study related costs such as laboratory coats, equipment, printing and copying charges, library fines or replacement charges, mandatory field trip costs.

**Applicant** means a person who has submitted an application for a **Programme** of study at the **University**.

**Both Parties** means **You** and **Us**.

**Cancellation** means the **Cancellation** of the **Contract** by appropriate notice from **You** to **Us** as set out in clauses 42 to 45. After **Cancellation**, **Both Parties** will treat the **Contract** as not having been made.

**Composite Fees** means tuition fees together with any examination, registration or other fees payable in respect of the programme for which the student is enrolled.

**Contract** means this agreement between **You** and **Us** together with the **Important Information**, the **University Ordinances** and **University Regulations** referred to in **Appendix 1**.

**Confirmation of a Place** means that an **Applicant** has met the required conditions of the offer, and the University is confirming that conditions have been met and that the **Applicant** may **Enrol** on their chosen **Programme** of study.

**Educational Services** means tuition, learning opportunities, examination, assessment, pastoral support and other related services as shown in **Our** prospectus, on **Our** Website and in the relevant **Programme** literature

**Enrol** means to confirm that **You** intend to actively study during the **Academic Session** and for every subsequent year of study to confirm that **You** have reminded **Yourself** of the **Terms and Conditions** set out in this **Contract** via the enrolment portal

**Enrolled student** means a student who has **Enrolled** with the University for the **Academic Session**, thereby confirming that they intend to actively study during the **Academic Session** and that they agree to the **Terms and Conditions** set out below.

**Fee Status** means **Your** eligibility to pay home student **Tuition Fees** or overseas student **Tuition Fees**. Decisions on your Fee Status are based on the information **You** provide in **Your** application regarding nationality and residence, and, in the case of undergraduate students, the residential category **You** select via UCAS. More information can be found here <http://www.bradford.ac.uk/Fees-and-financial-support/tuition-fees/fee-assessment/>

**Important Information** means the policies, rules and regulations, and requirements included in **Appendix 1: Important Information**.

**Programme** means **Programme** of study.

**Provisional Enrolment** means a student who has **Enrolled** with the University for the **Academic Session**, thereby confirming that they intend to actively study during the **Academic Session** and that they agree to the **Terms and Conditions** set out below, but who has yet to satisfy one or more requirements of enrolment (for example a valid DBS check).

**Register** means to accept the offer of a place on a **Programme** of study, satisfy any conditions which **We** may impose for acceptance to the **University** and **Enrol** for the first time.

**Registered student** means a student who has accepted the offer of a place on a Programme, has satisfied any conditions which **We** may impose for acceptance to the **University** and has **Enrolled** at least once.

**Student who has deferred** means a Student who has deferred their first enrolment point to sometime in the future.

**Termination Rights** means the rights of **Both Parties** to end the **Contract** early.

**Termination** means the early end of the **Contract** after the appropriate notice from **You** or **Us**.

**Terms and Conditions** means the clauses contained in this Contract.

**Tuition Fees** means the fees chargeable for a student's programme of study.

**University** means the University of Bradford.

**University Ordinances** means the framework that allows the **University** to govern its affairs. The University has 19 Ordinances. Wherever **We** refer to the **University Ordinances** in this

**Contract We** mean the **Ordinances** applicable to Students and referred to in **Appendix 1: Important Information Document 21**

**University Regulations** means a more detailed level of information of how the **University** governs its affairs. These sit under the **University Ordinances**. The **University** has 36 **Regulations**. Wherever **We** refer to the **University Regulations** We mean the Academic Regulations and referred to in **Appendix 1: Important Information Document 3**

**We/Us/Our** means the **University**.

**Withdrawal of an Offer of a Place** means that an **Applicant** has not met the required conditions of the offer, and the **University** is therefore withdrawing its offer.

**You/Your** means an **Applicant** who has accepted an offer of a place.

## Student Contract

### Purpose

1. **We** want **You** to get the best out of **Your** time at the University of Bradford. To enable **Your** experience with **Us** to be successful, enriching and memorable **Both Parties** must recognise that **We** owe obligations to each other. When You **Accept an Offer of a Place** on a University of Bradford **Programme** (either by accepting **Us** via UCAS as **Your** firm or insurance choice or by confirming directly with the **University**) **You** are entering into a contractual relationship with **Us**. It is important that **You** understand the nature of this contractual relationship and what **You** are agreeing to by entering into it.
2. This document aims to set out the obligations **Both Parties** owe to each other. **Your** acceptance of a place with **Us** is expressly subject to the **Terms and Conditions** set out in this **Contract**. **Your** obligations include declaring all relevant information at application, pursuing **Your Programme** diligently and abiding by **Our** rules and regulations (**Appendix 1: Important Information**). **Our** obligations require **Us** to deliver **Educational Services** and to support **You** to achieve **Your** full potential. Together with the documents listed in the Appendices, this **Contract** sets out the basis on which the **University** will provide **You** with **Educational Services**.
3. Once **You** have **Enrolled** for the first time **You** will be considered to be **Registered** for the duration of **Your** period of studies. **You** will need to **Enrol** for each academic session in which **You** intend to actively study through the enrolment portal. At this time, **You** will be asked to confirm that **You** have reminded **Yourself** of the **Terms and Conditions** set out in this **Contract** by ticking the box in the enrolment portal.
4. The **University** intends to revise its Tuition **Fees** annually in line with the Retail Prices Index to take account of the **University's** increased costs of delivering **Educational Services**, and therefore a different **Tuition Fee** may apply for each year that **You Enrol** with **Us**. The **University** will be guided by government policy and parliamentary regulation in terms of any changes to undergraduate **Tuition Fee** changes. **You** will be advised of changes to **Fees** as soon as reasonably practicable, and in advance of the **Academic Session** for which **You Enrol**. Where **You** are enrolling with the **University** for the first time, the **Tuition Fee** level set out in **Your** offer letter will apply (unless **You** defer **Your** place, in which case the revised **Tuition Fee** for the year **You Enrol** for the first time will apply).

### How the Contract is formed between You and the University

5. By accepting the offer of a place on a **University** of Bradford **Programme**, **You** accept this **Contract** and the **Terms and Conditions** set out in it in full.

## Obligations of Both Parties

6. This **Contract** applies to the provision of **Educational Services** to **You** by the **University**. There are occasions and circumstances in which it may be necessary to make changes to this **Contract** and to the **Important Information** set out in **Appendix 1** to assist and support the proper delivery of **Educational Services**. Details about how **We** may make changes during **Your** time with **Us** are set out in clauses 19 – 23 (inclusive).
7. By accepting this **Contract** through **Accepting an Offer of Place** on a **Programme** **You** are confirming that the information **You** have provided to **Us** is accurate, that **You** are intending to take up **Your** place on a **Programme** of study and that **You** agree to abide by **Our** rules and regulations (**Appendix 1: Important Information**). By ticking the box relating to this **Contract** on the enrolment portal, **You** are confirming again that the information **You** have provided to **Us** is accurate, that **You** are intending to actively study **Your** chosen **Programme** and that **You** agree to abide by **Our** rules and regulations (**Appendix 1: Important Information**).
8. In entering into this **Contract** with **You**, **We** agree to deliver **Your Programme**, subject to the **Terms and Conditions** set out in this **Contract**, in accordance with the descriptions set out in **Our** prospectus, and the **Programme** literature relevant to **Your** chosen **Programme**.

## Applications

9. **Your** offer of a place and any subsequent confirmation of that place are made on the basis that the information supplied in **Your** application is true and complete, and that **You** hold the qualifications that **You** claim to hold. The offer will be deemed null and void and therefore this **Contract** will be terminated if **We** discover that **Your** application contains incorrect or fraudulent information or omits key information.
10. Admission to some of **Our** programmes (see list at **Appendix B**) is subject to a Disclosure and Barring Service check, and if this applies to **You** it will be specified in **Your** offer letter. Where this is the case, **Your** offer of a place is conditional upon the outcome of this check. If **You Enrol** before this check has been completed, **Your** enrolment will be regarded as provisional until an acceptable disclosure has been obtained. If an unacceptable disclosure is received, the **University** may terminate this **Contract** with **You**. (See <https://www.gov.uk/disclosure-barring-service-check/overview>.)
11. If **You** receive a criminal conviction which should be declared after an offer is made or if a change in **Your** circumstances means that **You** no longer meet the **Programme** specific requirements, the **University** reserves the right to withdraw the offer of a place, and therefore to terminate this **Contract**. Any conviction received after an offer is made should be declared to [admissions@bradford.ac.uk](mailto:admissions@bradford.ac.uk). For details of convictions that should be declared in line with the Rehabilitation of Offenders Act 1974

(Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013. Please see <http://hub.unlock.org.uk/knowledgebase/finding-convictions-spent-2/>.

12. **You** enter into a **Contract** with **Us** at the point **You Accept an Offer of a Place** on a **Programme**. However, **Your** place at the **University** is dependent on meeting any academic or other conditions set out in **Your** offer letter. **Your** place will only be confirmed if **You** meet all the conditions of **Your** offer. Any such conditions will be detailed in the offer letter **We** have sent to **You**. **You** must comply with all requests for information or documentation to support **Your** application by deadlines provided to **You** when the request is made. If **You** do not meet all conditions of **Your** offer, the **University** may terminate this **Contract**.
13. If **You** successfully meet the conditions of **Your** offer **You** may be asked to produce the original documents or a clear and legible copy of **Your** qualifications and evidence of English language prior to enrolment. Undergraduate applicants for whom **We** have received results via UCAS will not need to provide copies of certificates of those qualifications.
14. If **You** are unable to take up the offer of a place and wish to defer to the following **Academic Year**, **You** should make a written request to the Admissions Office at [admissions@bradford.ac.uk](mailto:admissions@bradford.ac.uk). The **University** cannot guarantee that it will be possible to defer **Your** place, and therefore there is no contractual right to defer. In considering requests for deferral, **We** will take into account any changes in entry criteria for the **Academic Session** to which **You** have asked to defer, and **Our** intentions regarding the future operation of **Our Programmes**. **We** may turn **Your** request down if **You** are unable to meet known changes to entry criteria or if **We** are not intending to run the **Programme** in a subsequent academic year.
15. If **You** require a visa to study in the UK, **You** must comply, by the deadlines set, with all requests for information and documentation to support the issuing of a Certificate of Acceptance for Studies (CAS) by the **University**. This may also include the receipt of a £2,000 advance payment or acceptable sponsorship letter. It is **Your** responsibility to ensure that **You** have sufficient financial resources to meet Home Office requirements and the **University** may request evidence of this before agreeing to issue a CAS. The **University** reserves the right to refuse to issue a CAS when it is not satisfied that **Your** visa application will be successful.
16. The **University** endeavours to maintain an enabling environment which is safe and conducive to teaching, learning and research and the well-being of all. If **You** have a disability or a long term health condition **We** encourage **You** to disclose the relevant information as early as possible to enable **Us** to discuss support arrangements with **You**. There is no obligation to disclose a disability or long term health condition to **Us**, and any such information will only be used for the purposes of ensuring that support is put in place to support **You** to study.

17. The information provided in **Your** application will be retained by the **University** used for the purpose of processing **Your** enrolment and added to **Your** student record after **You** have **Enrolled**. All **Your** data will be stored and used in accordance with **Our** Privacy Policy (**Appendix 1 Important Information Document 22**). Any sensitive data (such as medical information or details of any criminal convictions) will be handled and stored in accordance with the relevant data protection principles and legislation. It may be necessary to share some such information with a limited number of **University** staff, for example, **We** may need to share data with staff in Disability Services to enable **Us** to put the relevant support in place.
18. The **University** is committed to delivering a high quality, fair admissions process. In the unlikely event that **You** wish to appeal or complain about any aspect of the admissions process **You** should follow the procedure set out in the [Regulations Governing Appeals and Complaints by Applicants](http://www.bradford.ac.uk/student-academic-services/breaches-appeals-complaints/complaints/) available at <http://http://www.bradford.ac.uk/student-academic-services/breaches-appeals-complaints/complaints/>). If **You** have any queries about this procedure please contact [complaintsandappeals@bradford.ac.uk](mailto:complaintsandappeals@bradford.ac.uk).

### **Changes to Programmes and Educational Services**

19. **We** will use **Our** best endeavours not to make any changes to **Our Programmes**, either before **You** start or during the **Academic Year** for which **You Enrol**. However, there are occasions where some changes may be necessary to assist and support the proper delivery of **Educational Services**. The types of changes **We** might make to a **Programme** include changes to title, content or location of delivery. **We** would usually only make changes where they are reasonable and necessary and where they are:
  - advantageous for students, for example where a change will enable **Us** to keep **Our** teaching up to date with the latest research developments;
  - for the maintenance of academic standards, for example where a change is required to maintain compliance with the Quality Code; or
  - required to secure **Our** good operation and legal or regulatory compliance, for example if a change is required to maintain or gain a Professional, Statutory or Regulatory Body accreditation.
20. The **University** continually reviews its procedures to ensure that they are fair. **We** will use **Our** best endeavours not to make any changes to **Our** procedures (**Appendix 1: Important Information** numbers 2, 5,6,7,9,10,11,13,14,15,16,17,and 20) or **University Regulations**, during the **Academic Year** for which **You Enrol**. However, there are occasions where some changes may be necessary. **We** would usually only make changes where they are reasonable and necessary and where:
  - The changes to procedures would make them easier for **You** to follow;
  - Changes to the **University Regulations** which will be in order to maintain compliance with sector-wide quality assurance requirements.



21. **We** will inform **You** of any changes at the earliest opportunity, explaining the reason for the change. **We** also maintain a register of changes.
22. **We** will also use **Our** best endeavours to commit to running all the **Programmes We** advertise and make offers for. However, there are occasions when **We** may need to withdraw, discontinue or suspend a **Programme**. For example, **We** may need to withdraw, discontinue or suspend a **Programme** if the number of students who have applied for the **Programme** are insufficient to be viable, if there is a change to the law, regulatory framework or Professional, Statutory and Regulatory Body requirement which **We** are unable to meet, or where academic approval has not been achieved. If **We** do need to withdraw, discontinue or suspend a **Programme We** will inform **You** as soon as possible, **We** will explain the reason for doing so and **We** will endeavour to offer **You** a suitable alternative **Programme**. **You** will also have the option to be released from this **Contract** and, where **You** have paid any **Fees** in advance, to be made a full refund.
23. If **You** are unhappy with any changes **We** make to a **Programme** after **You** have started studying it, **You** have the right to:
  - request a transfer to an alternative and appropriate **Programme** of study in the **University**. Whilst **We** will endeavour to provide this **We** cannot guarantee that this will be possible.
  - pursue a complaint about this through the Complaints Procedure for Students (**Appendix 1: Important Information Document 16**);
  - withdraw from the **Programme** and terminate this **Contract**. **We** will provide **You** with an appropriate refund of **Your Composite Fees** calculated pro rata in accordance with **Our** Composite Fee Liability Policy at **Appendix 1: Important Information Document 9**.

## Fees

24. The **University** will charge Composite **Fees** as advertised, for **Your Programme** of study and in **Your** offer letter. The **Tuition Fees** will be revised annually in accordance with clause 5 above. How and when **Your Fees** are paid will depend on whether **You** or a sponsor pays the fee (see <http://www.bradford.ac.uk/fees-and-financial-support/tuition-fees/paying-your-fees/> for further details).

The **University** will increase Tuition **Fees** annually in line with the Retail Prices Index. The **University** will be guided by government policy and parliamentary regulation in terms of any changes to undergraduate **Tuition Fee** changes. The **University** will notify **You** of the level of increase to Your **Tuition Fees** in writing as soon as is reasonably practicable as referred to in clause 4 above.

25. If **You** decide to defer **Your Programme** of study **You** will be charged the **Composite Fee** rate for the year **You** commence **Your** programme. **You** will receive notification of this from the **University** when **You** confirm **Your** deferment.

26. When **You** accept **Our** offer of a place, **You** accept **Our** decision in relation to **Your** fee status. This decision is made on the basis of the available evidence at the time. If **You** think **Our** decision is incorrect or there is a material change in **Your** circumstances, **You** must contact the Admissions Office prior to enrolment by emailing [admissions@bradford.ac.uk](mailto:admissions@bradford.ac.uk).
27. **You** are responsible for **Your** own living expenses. **You** must therefore ensure that **You** have access to the necessary funding before the start of **Your Programme**. **You** must not assume that financial assistance will be available from the University of Bradford except where **You** have received written confirmation of a University of Bradford award or studentship. Any **Terms and Conditions** attached to that award or studentship will be set out in the letter of confirmation.
28. **You** are responsible for the timely payment of **Composite Fees**. The dates for the payment of **Tuition Fees** and instalment **Fees** and those for any required deposits are shown in the Composite Fee Liability Policy (**Appendix 1: Important Information Documents 9 and 13**). Payment of **Fees** and Charges are also set out on the **University's** website <http://www.bradford.ac.uk/fees-and-financial-support/>
29. If **You** make an agreement to make payments by instalments on agreed dates, **You** must make payment on or before those dates without further notification from **Us**.
30. It is **Your** responsibility to ensure that all **Composite Fee** payments to the **University** are paid at the appropriate time irrespective of any undertaking by a third party, such as a sponsor, to pay **Composite Fees** on **Your** behalf. **You** will become liable for payment of **Your Composite Fees** should the sponsor not be able to pay.
31. In addition to the **Composite Fees**, **You** may be required to pay **Additional Costs**. Full details of the **Additional Costs** are detailed on **Our** website on **Your** specific **Programme** web pages. **You** are responsible for the timely payment of any **Additional Costs**.
32. The sanctions for failure to pay any part of the **Composite Fees** are set out in the Procedures relating to Students with Fees Debt document (**Appendix 1: Important Information Document 11**) and are also set out on **Our** website. Please note that the ultimate sanction for non-payment of the **Composite Fees** will be the **Termination** of this **Contract**.

### **Student Conduct**

33. By enrolling at the **University** **You** confirm all the information that **You** provide in **Your** application form, online registration or to the **University's** employees or agents during the course of the **Contract** is complete, up-to-date and accurate in all respects.

34. If it is discovered that **You** have made false statements, provided false documents or omitted significant information or if **You** have failed to provide required information, **You** will not have fulfilled the condition of the offer and **We** may withdraw or amend **Our** offer to **You** or apply the Student Disciplinary Procedure or the Fitness to Practice Procedure (**Appendix 1: Important Information Document 5 and 6**). This may lead to this **Contract** being terminated.
35. **You** agree as part of this **Contract**, to comply with **Our** policies, rules and regulations, and requirements in existence. These documents in effect at the date of this **Contract** are shown in the **Appendix 1: Important Information**. A full list of all **University Ordinances** and Regulations can be found at [www.bradford.ac.uk/governance/ordinances-regulations/](http://www.bradford.ac.uk/governance/ordinances-regulations/).
36. **You** agree to comply with any requirement that may be appropriate to **Your Programme** of study for example any Professional, Statutory or Regulatory Body requirement, and/or, submitting an application to the Disclosure and Barring Service. Details of these requirements are set out in the Programme Handbook relevant to Your **Programme (Appendix 2, Programme Handbooks)**. **We** may have to exclude **You** from completing a programme, and terminate this **Contract**, where **You** are unable to comply with these requirements.
37. The **University** has a code of conduct for student members of the **University** which is set out in Ordinance 16 (**Appendix 1: Important Information Document 21**). If **You** breach the code **We** may deal with the matter under **Our** disciplinary procedures as set out in Regulation 28 (**Appendix 1: Important Information Document 3**), and this could lead to a fine, suspension, exclusion, expulsion or withdrawal from the **University**.
38. Additional standards of professional behaviour are expected of **You** if **You** are studying for a qualification which is recognised and/or accredited by a Professional, Statutory and Regulatory Body for the purposes of registration as a professional (for example health care or social care). These are set out in **Our** Student Fitness to Practice Procedures (**Appendix 1: Important Information Document 6**). If **You** breach these standards **We** will deal with the matter in accordance with the Student Fitness to Practice Procedures and/or Regulation 28, and this could lead to suspension, exclusion, expulsion or withdrawal from the **University**, and **Termination** of this **Contract**. **We** may also be obliged to share the information with the relevant Professional, Statutory and Regulatory Body, and this may affect **Your** ability to further study or practice the profession in the future.

### **Cancellation and Refunds Relating to Distance Selling under Consumer Contract Regulations**

39. If this **Contract** has been made between **Us** by means of distance communications (i.e. if up to the point when **You** will place a tick in the box to state that **You** have read, understood and accepted the **Terms and Conditions** of this **Contract** there has been no face-to-face contact between **Us**, or visit to **Our University**, or if **Your** only contact

with **Us** has been via one of **Our** representatives e.g. an overseas agent), **You** are entitled to cancel the offer of a place to study with **Us** and this **Contract** by writing to **Us** within fourteen (14) days from the date of the beginning of week 1 (<http://www.bradford.ac.uk/study/term-dates/?cta+Term%20dates>) with a withdrawal notice (**Appendix 1: Important Information Document 15**) (<http://www.bradford.ac.uk/student-services/a-z/leaving--withdrawing-from-Your-course.php>) in writing by post to University of Bradford Student Registry Services, Richmond Road, Bradford BD7 1DP, or email to [Hub@bradford.ac.uk](mailto:Hub@bradford.ac.uk).

40. In the event of **Cancellation**, **We** will refund any **Fees** and charges already paid by **You** (or by any third party on **Your** behalf) within thirty (30) days of processing **Your Cancellation**, in accordance with the **University's Composite Fee Liability Policy (Appendix 1: Important Information Document 9)**.
41. Where applicable **You** agree to return any benefit, for example scholarships and grants **You** may have received as a result of **Your** application together with any study materials and any documentation provided by **Us** to **You**; and **You** will bear all the costs associated with doing so.

#### **Cancellation /Withdrawal/ Termination and Refunds**

42. **You** have the right to cancel this **Contract** without penalty within fourteen (14) days of agreeing to it.
43. If, after **You** have enrolled, **You** decide to withdraw from the **University** and cancel this **Contract**, **You** are advised to speak to **Your** Faculty who can give **You** advice as to the available options. If **You** decide to proceed with withdrawal and **Cancellation** **You** must send a withdrawal notice (**Appendix 1: Important Information Document 15**) (<http://www.bradford.ac.uk/student-services/a-z/leaving--withdrawing-from-Your-course.php>) in writing by post to Student Registry Services, The Hub, Richmond Road Bradford, BD7 1DP or email to ([Hub@bradford.ac.uk](mailto:Hub@bradford.ac.uk)). **We** will refund any **Fees** already paid by **You** (or by any third party on **Your** behalf) on a pro rata basis as set out in Composite Fee Liability Policy (**Appendix 1: Important Information Document 9**).
44. **Your** end date is the date **Your** notification of withdrawal is received in writing by the **University**, or, a later date if advanced notification is given by **You** that **You** intend to withdraw at a date in the future. It is not **Your** final date of attendance at the **University**. Failure to notify the **University** of **Your** intention to withdraw will mean that **You** continue to be liable for **Fees** until such time as **You** do notify **Us** of **Your** intention to withdraw. Refunds of **Fees** for any period for which withdrawal was not notified will not be made.
45. If **You** choose to withdraw from **Your Programme** **You** will be awarded any academic credit and fall-back awards to which the academic assessment **You** have completed at the point of **Your** withdrawal entitles **You** to, in accordance with the **University's** Regulations Governing Awards (**Appendix 1: Important Information Document 1**).

## When and How Our Contract can Terminate

46. The **Contract** and relationship between **You** and **Us** will end:

- If **You** withdraw from the **University**;
- If **You** are required to withdraw or **You** are expelled in accordance with the Student Disciplinary Procedure (**Appendix 1: Important Information Document 5**) or Health, Wellbeing and Fitness to Study Policy (**Appendix 1: Important Information Document 7**), subject to **Your** right to appeal under these procedures;
- If **You** are required to withdraw as a result of a decision reached by the Board of Examiners regarding **Your** academic performance Regulation 2 (**Appendix 1: Important Information Document 1**) subject to **Your** right to appeal under these procedures;
- If **You** fail to pay the **Composite Fees** in accordance with Composite Fee Liability Policy, Payment of Fees and Procedures Relating to Students with Fees Debts (**Appendix 1: Important Information Documents 9, 10 and 11**);
- Between accepting an offer and starting **Your Programme** there is a change in **Your** circumstances and **You** are no longer eligible to take up **Your** place of study, subject to **Your** right to appeal under Regulations Governing Appeals and Complaints by Applicants against an aspect of their Admission Process (Undergraduate/Postgraduate Taught/Postgraduate Research) (**Appendix 1: Important Information Document 17**);
- **Your** circumstances change and **You** are no longer able to comply with the policies, rules and regulations, and requirements as set out in **Appendix 1: Important Information**, subject to **Your** right to appeal under the relevant procedures;
- As a student who is studying with **Us** and who is subject to compliance with UK Visa and Immigration regulations (Tier 4), **Your** right to **University** sponsorship and right to study is revoked. This is subject to **Your** right to appeal under Regulations Governing Appeals and Complaints by Applicants and Students against a Decision in relation to Compliance with UK Visa and Immigration Regulations (Tier 4) (**Appendix 1: Important Information Document 18**);
- As a student who is studying with **Us** and who is subject to compliance with UK Visa and Immigration regulations (Tier 4), **Your** continuing to study puts **Us** in breach of any requirements and legal obligations of the immigration requirements. This is subject to **Your** right to appeal under Regulations Governing Appeals and Complaints by Applicants and Students against a Decision in relation to Compliance with UK Visa and Immigration Regulations (Tier 4) (**Appendix 1: Important Information Document 18**);
- **We** find that **You** have provided **Us** with inaccurate, incomplete, false or misleading information or **You** have failed to provide **Us** with all relevant information, relating to **Your** application to study on the **Programme**. This is subject to **Your** right to appeal under **University** procedures which include Regulations Governing Appeals and Complaints by Applicants against an aspect of their Admission Process (Undergraduate/Postgraduate Taught/Postgraduate Research) (**Appendix 1: Important Information Document 19**), Student Disciplinary Procedure (**Appendix 1: Important Information Document 5**), Fitness to Practice Procedure (**Appendix 1: Important Information Document 6**);

- **You** behaviour represents a significant risk to the health, safety of welfare of **Yourself** or others as detailed in the Fitness to Practise Procedure and Health, Wellbeing and Fitness to Study Policy (**Appendix 1: Important Information Documents 6 and 7**), subject to **You** right to appeal under these procedures.
47. **You** have a right to submit an appeal against a decision of a Board of Examiners to require **You** to withdraw. This is set out in Regulation 6 Appeals by Students against an Aspect of their Academic Assessment (**Appendix 1: Important Information Document 4**)
  48. **You** have the right to submit a complaint under the Complaints Procedure for Students on all aspects of **Your** experience at the **University** for which **We** are responsible. This includes matters relating to the Students' Union. For exceptions to this please see Complaints Procedure for Students (**Appendix 1: Important Information Document 16**).
  49. On the **Termination** of this **Contract We** will refund any **Composite Fees** and charges that are due to **You** on a pro rata basis in accordance with the Composite Fee Liability Policy (**Appendix 1: Important Information Document 9**).

#### **Liability**

50. **We** will be liable to **You** for any loss or damage **You** suffer if **We** either fail to carry out **Our** obligations under this **Contract** or breach any relevant duties that **We** owe to **You** that are imposed on **Us** by law (including if **We** cause death or personal injury to **You** by **Our** negligence) that is a foreseeable result of **Our** breach. Loss or damage is foreseeable if they were an obvious consequence of **Our** breach or if they were contemplated by **You** and **Us** at the time **We** entered into this **Contract**.
51. **We** are not responsible for any loss or damage that is:
  - not foreseeable, or
  - which is caused by **You** or a third party over whom **We** have no control.
52. **We** cannot accept responsibility and **We** will not be liable to **You** for:
  - all damage to **Your** property (including to vehicles and bicycles parked on campus or at other parking locations as designated by **Us** and to personal equipment such as mobiles, tablets and laptops) unless caused by **Our** negligence; or
  - personal injury or death unless it is caused by **Our** negligence.
53. **We** do not exclude or limit in any way **Our** liability for:
  - death or personal injury caused by **Our** negligence or the negligence of **Our** employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - any other matter which **We** are not permitted to exclude or limit **Our** liability by law.

54. **We** will not be liable to **You** for events outside **Our** reasonable control which **We** could not have foreseen or prevented even if **We** had taken reasonable care. Events outside **Our** control include:
- staff illness;
  - significant changes to Higher Education funding if legislation is passed;
  - severe weather;
  - flood;
  - fire;
  - civil disorder;
  - political unrest;
  - government restrictions;
  - actual or threatened terrorism;
  - concern with regard to the transmission of serious illness;
  - nuclear, chemical or biological contamination or sonic boom;
  - collapse of buildings, fire, explosion or accident; and
  - interruption or failure of utility service.

In such circumstances, **We** reserve the right to change or cancel parts, or all, of **Your** Programme.

### **Intellectual Property (IP)**

55. **We** undertake not to assert any rights on intellectual property generated by undergraduate students during **Your** programme. However, **Our** assistance may be available to **You** if **You** wish to pursue exploitation of this IP in which case the rights may be more appropriately assigned to **Us**.
56. For postgraduate students, **We** claim ownership of all intellectual property as specified in section (6), of the Copyright Designs and Patents Act 1988 which is devised, made or created by **You** engaged in study or research at the **University** subject to clause 57. The **University** pursues specific research themes which it intends to commercialise and generate impact within a wider context. In order to achieve this, the **University** requires the ability to control all IP generated within the **University** which may relate to those themes. This is to ensure that the situation does not arise where the **University** cannot create the desired impact due to a small piece of related IP being outside of its control which may be integral to the whole.
57. **Our** rights under clause 56 above in relation to any specific piece of IP may be waived or modified by agreement in writing with **Both Parties** concerned. This may occur when IP is not to be exploited by **Us** in which case the rights may be assigned to the inventor. However, **We** retain the right to receive a revenue share of any net income if or when the IP is exploited.
58. **We** acknowledge that in certain circumstances, external funding including but not limited to; research council, charities, companies and other institutions may have an impact on the ownership of IP generated. This will be dealt with appropriately, on a case-by-case basis.

59. For further reference regarding ownership of IP will be in accordance with **Appendix 1: Important Information Document 5**.

### **Information Sharing and Data Protection**

60. The **University** collects and processes **Your** personal data for the following reasons:
- in order to make admission decisions;
  - to improve the student experience;
  - to provide information and education to **You**;
  - for administration, health, safety, welfare and security reasons;
  - in the case of International Students requiring a Visa, to comply with **Our** legal obligations to the UKVI;
  - Award purposes.
61. **We** are also required to disclose **Your** personal data to statutory bodies including, for example Higher Education Statistics Agency (HESA), Higher Education Funding Council for England (HEFCE), Office of the Independent Adjudicator (OIA). By signing this **Contract You** agree to this personal data being processed in accordance with **Our** Privacy Policy **Appendix 1: Important Information Document 12**. Some of **Your** personal data may, because of its nature, be sensitive within the meaning of the Data Protection Act 1998.
62. **We** also offer **You** the opportunity to choose whether **We** share **Your** data with other external bodies to support the smooth running of **Your University** life. For example, at enrolment **You** will be offered the option of **Us** providing **Your** data to Bradford Metropolitan District Council for the purposes of voter registration, or to the Bradford Student Health Practice for the purposes of GP registration. Where **You** opt in to this, **We** will not hold data related to these purposes for longer than necessary to fulfil these purposes. If **You** opt out of this, **We** will not collect or hold any data about **You** which is required only for these purposes.

### **Health, Safety and Wellbeing (Appendix 1: Important Information Document 13)**

63. **You** have a legal duty to take reasonable care to avoid injury to yourself.

**You** must:

- abide by **Our** Health, Safety and Wellbeing (HSW) Policy (**Appendix 1: Important Information Document 13**);
- cooperate with **Us** in HSW matters;
- not carry out any activity that may harm yourself or others;
- raise any issues (including health conditions which may affect or be affected by your study) with **Your** Personal Academic Tutor (PAT) and/or student support services in the Directorate of Student Academic Services;
- not interfere or misuse anything provided for HSW;
- make yourself aware of the HSW policy and follow its requirements;
- report all accidents and incidents;



- participate in HSW training as required.

## IT Facilities

64. **You** will have the use of **Our** IT facilities while **You** are a **Registered student** with **Us** and maintain the required payments for Your **Composite Fees**. **You** must be aware of and observe the rules and regulations governing such use as set out in Regulation 21 and supporting policies relating to the use of **Our** IT services, as shown in **Appendix 1: Important Information Document 14**

## General

65. If any section of this **Contract** is or becomes void or unenforceable it will not affect the validity or enforceability of the other sections of this **Contract**.
66. This **Contract** is personal to **You**. A person who is not party to the **Contract** (including without limitation any party that is responsible in whole or part for **Your Composite Fees**) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
67. Failure to enforce any of the sections in this **Contract** will not constitute a waiver of any section and will not affect **Our** right to enforce that or any other section
68. Any notice or other information that is required to be given by **Us** relating to this **Contract** between **Us** must be in writing and may be given by hand or sent by post or email to the email contact details **You** have provided to **Us** and/or **Your** student email address. Any notice or other information that is required to be given by **You** relating to this **Contract** between **Us** must be in writing and may be given by hand or sent by post or email to the Academic Registrar ([academicregistrar@bradford.ac.uk](mailto:academicregistrar@bradford.ac.uk)) for the University.
69. **You** will be responsible for informing **Us** of any changes to **Your** contact details. Any notices or information sent to the last email and postal address provided by **You** will be deemed to have been properly given.
70. **You** are responsible for making **Your** own arrangements for accommodation and insurance of **Your** personal belongings for the duration of **Your** studies. Any arrangements relating to accommodation will be subject to separate agreements and are explicitly not covered in this **Contract**.
71. This **Contract** shall be governed by and construed in accordance with the laws of England and Wales and **Both Parties** agree to submit to the jurisdiction of the courts of England and Wales. **You** are therefore agreeing to submit to the non-exclusive jurisdiction of the English courts.

## Questions about this Agreement

72. When **You** have reviewed the information provided **You** may direct any questions about these **Terms and Conditions** to the University Secretary ([universitysecretary@bradford.ac.uk](mailto:universitysecretary@bradford.ac.uk)) before **You** sign to accept or at any other time.

## If Things go Wrong

73. If **You** have a complaint about **Us**, **You** may use the Complaints Procedure for Students (**Appendix 1: Important Information Document 20**) which is intended to resolve any complaints by **You** as promptly, fairly and amicably as possible.
74. If having followed the Students Complaint Procedure to completion, **You** remain dissatisfied; **You** have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (<http://www.oiahe.org.uk/>).

## Appendices

### Appendix 1: Important Information, Index and Key Points

We are committed to ensuring that **You** have access to all the information **You** need to make an informed decision about choosing to study at the University of Bradford. The following information sets out the policies, rules and regulations, and requirements which **You** are agreeing to. This information can also be found on **Our Important Information** webpages.

- 1: *University Regulation 2*
- 2: *Extenuating Circumstances Policy and Procedures*
- 3: **University Regulations that apply to students:**  
*1,2,3,4,5,6,7,8,9,10,11,12,13,20,21,25,28,30,31,32,33,34,36*
- 4: *University Regulation 6*
- 5: *Student Disciplinary Procedure*
- 6: *Student Fitness to Practice Procedure*
- 7: *Health, Wellbeing and Fitness to Study Policy*
- 8: *Quality Handbook*
- 9: *Composite Fee Liability Policy*
- 10: *Payment of Fees*
- 11: *Procedures Relating to Students with Fees Debt*
- 12: *Data Protection Statement*
- 13: *Health, Safety and Wellbeing Policy*
- 14: *IT Policies*
- 15: *Cancellation/Withdrawal Notice*
- 16: *Complaints Procedure for Students*
- 17: *Admissions Policy*
- 18: *Regulations Governing Appeals and Complaints by Applicants and Students against a Decision in relation to Compliance with UK Visa and Immigration Regulations (Tier 4)*
- 19: *Regulations Governing Appeals and Complaints by Applicants against an aspect of their Admission Process (Undergraduate/Postgraduate Taught/Postgraduate Research)*
- 20: *IP Policy*
- 21: **University Ordinances that apply to students 1-10, 16, 17 and 19.**
- 22: *Privacy Policy*

## **Appendix 2: Programme Handbooks**

Individual Programme Handbooks are available on the Timetabling website (<http://www.brad.ac.uk/timetabling/timetables/>).

## **Appendix 3: List of Programmes for which Disclosure and Barring Service Checks are required**

BA Social Work (3 year)  
BSc Diagnostic Radiography (3 year)  
BSc Health, Wellbeing and Social Care (3 year)  
BSc Healthcare Science (Life Sciences) (3 year)  
BSc Midwifery Studies (3 year)  
BSc Nursing Child (3 year)  
BSc Nursing Adult (3 year)  
BSc Nursing Mental Health (3 year)  
BSc Occupational Therapy (3 year)  
BSc Optometry (3 year)  
BSc Physiotherapy (3 year)  
MA Social Work (2 year)  
MPharm Pharmacy (4 year)  
MPharm Pharmacy (5 year)  
MPhysio Sport and Exercise Medicine (4 year)

## **Appendix 4: List of Programmes for which Interviewing is required**

BA Social Work (3 year)  
BSc Clinical Sciences (3 year)  
BSc Diagnostic Radiography (3 year)  
BSc Healthcare Science (Life Sciences) (3 year)  
BSc Midwifery Studies (3 year)  
BSc Nursing Child (3 year)  
BSc Nursing Adult (3 year)  
BSc Nursing Mental Health (3 year)  
BSc Occupational Therapy (3 year)  
BSc Paramedic Science (4 year)  
BSc Physiotherapy (3 year)  
Foundation Course in Clinical Science/Medicine  
MA Social Work (2 year)  
MBA  
MPharm Pharmacy (4 year)  
MPharm Pharmacy (5 year)  
MPhysio Sport and Exercise Medicine (4 year)  
MSc Physician Associate Studies