



## UNIVERSITY OF BUCKINGHAM

### ADMISSIONS TERMS AND CONDITIONS FOR PROSPECTIVE SCHOOL OF EDUCATION STUDENTS

#### 1. INTRODUCTION

- 1.1 These terms and conditions represent an agreement between the University of Buckingham ("**University**") and you, a prospective student.
- 1.2 By accepting the University's offer of a place on a course you accept these terms and conditions in full, which along with: (i) your offer letter from the University ("**Offer**"); (ii) the University's rules, regulations, policies and procedures located at <http://www.buckingham.ac.uk/handbook> (as amended from time to time); and (iii) the prospectus 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**").
- 1.3 If you have any questions or concerns about these terms and conditions or the Contract, please contact the University's Central Admissions Office on +44 (0)1280 820220 or by email [admissions@buckingham.ac.uk](mailto:admissions@buckingham.ac.uk).
- 1.4 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the University, we may take disciplinary action against you, under the General Regulations for students of the University. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your course.

#### 2. APPLICATIONS

- 2.1 It is your responsibility to ensure that all of the information you provide to the University and/or the Home Office (if you require a Tier 4 visa to study in the UK) is true and accurate.
- 2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the University may withdraw or amend your Offer, or terminate your registration at the University, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the University.
- 2.3 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 course.
- 2.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer letter or any other date notified to you, the University reserves the right to withdraw your Offer.
- 2.5 You may be required, at the request of the University, to provide satisfactory evidence of your qualifications before admission. Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your Offer, the

revocation of your registration as a student of the University and the termination of the Contract.

### **3. IMMIGRATION**

- 3.1 You will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed course of study. If you fail to demonstrate that you have a valid immigration status the University reserves the right to withdraw you from your course (without liability to you).
- 3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University.
- 3.3 The University is required to withdraw sponsorship of your Tier 4 visa if you do not comply with Home Office rules, including but not limited to:
- 3.3.1 failure to meet the minimum attendance requirements;
  - 3.3.2 your registration has been terminated, or you withdraw or commence an interruption of studies;
  - 3.3.3 failure to enrol or re-enrol in accordance with Clause 4 below; and
  - 3.3.4 failure to provide evidence that you have valid leave to remain in the UK.
- 3.4 If you choose to withdraw from your studies or if your registration is terminated by the University, this will affect the validity of your Tier 4 visa sponsored by the University and your ability to enter and/or remain in the United Kingdom.
- 3.5 If your visa is revoked for any reason, the University will interrupt or terminate your registration on your course.
- 3.6 On occasion, the University will need to contact the Home Office 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 Home Office on your behalf and the Home Office releasing such information to the University.

### **4. CONDITIONS OF ADMISSION AND ENROLMENT**

- 4.1 Your admission to the University, attendance on a course, 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 enrolling with the University. Details of what registering involves are included in the acceptance letter.

### **5. DEPOSITS**

- 5.1 In order to secure a place on your course, a non-refundable registration fee will be required.
- 5.2 Deposits are non-refundable unless:
- 5.2.1 you cancel the Contract in accordance with Clause, 9.1 or
  - 5.2.2 you fail to obtain an appropriate visa from the appropriate competent authority to travel and study in the UK

## **6. FEES**

6.1 Information in relation to course fees can be found through:

<http://www.buckingham.ac.uk/admissions/fees/postgraduate>

6.2 If you accept an offer, you agree to pay all course fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your course fees, as and when they fall due, we reserve the right to withdraw you from your programme (without liability to you).

6.3 The University reserves the right to increase course fees annually in line with inflation linked to the Retail Price Index (RPI) to take account of the University's increased costs of delivering educational services. If the University intends to increase your course fees it will notify you via email of this as soon as reasonably practicable.

6.4 You will not be deemed to have registered until your course fees have been paid, or satisfactory evidence produced that such fees will be paid by a sponsoring authority on receipt of the University's invoice.

6.5 In the event that your course fees have not been paid in full by their due date, the University shall be entitled, but not bound to, refuse to permit you to continue on your course of study and terminate the Contract (without incurring any liability to you).

6.6 The University may pursue legal proceedings in relation to non-payment of course fees.

6.7 If you have any concerns regarding payment of fees or require further information about course fees, at University of Buckingham please contact the Student Fees Office on 01280 820250 or [studentfees@buckingham.ac.uk](mailto:studentfees@buckingham.ac.uk).

## **7. OTHER CHARGES**

7.1 In addition to your course fees, International PGCE students will incur additional expenditure on tutor visit fees. As detailed in your offer letter you will be responsible for the payment of travel, accommodation, visa (where relevant) and reasonable sustenance costs for the two tutor visits to observe and assess you.

7.2 In exceptional circumstances the University may pursue legal proceedings against you if you are in debt to the University. In addition, if you are in debt to the University (whether for tuition or other fees) you will be recorded as a debtor of the University in any references requested from the University.

## **8. CANCELLATION RIGHTS**

8.1 You may cancel the Contract at any time in accordance with Clause 8.2.

8.2 In order to cancel the Contract in accordance with Clause 8.1

8.2.1 prior to enrolment you must notify the University in writing and you may give the University notice by completing the cancellation form at Schedule 1 and sending it to the University at Yeomanry House, Hunter Street, Buckingham MK18 1EG or [education@buckingham.ac.uk](mailto:education@buckingham.ac.uk)

8.2.2 after your enrolment, you must notify the University in writing by letter or email to [education@buckingham.ac.uk](mailto:education@buckingham.ac.uk)

## **9. CHANGES TO YOUR COURSE**

The University will make all reasonable efforts to deliver your course as described in the appropriate prospectus and on the University's website.

### **9.1 Closure/Discontinuation/Significant Redesign of Courses**

- 9.1.1 In exceptional circumstances the University may have to discontinue or significantly redesign your course (for example, as a result of the outcome of course review, or the replacement of the course with an alternative course).
- 9.1.2 Courses may also have to be discontinued or significantly redesigned due to circumstances beyond our control (e.g. a key member of staff leaves the University, or too few students have applied to study the course to make it financially viable).
- 9.1.3 In such circumstances, we will inform you at the earliest possible opportunity. In such circumstances you may wish to withdraw your application. However, the University will use reasonable endeavors to find a suitable replacement course.
- 9.1.4 Wherever possible, registered students will be able to complete a programme that is being discontinued during a 'teaching out' period'. However, where this is not possible the University will use reasonable endeavors to find a suitable replacement course.

### **9.2 Variation of Course and Module Content**

- 9.2.1 The University may vary elements of your course and/or modules in order to improve the quality of educational provision, in order to meet the latest requirements of a commissioning or accrediting body, in response to student or external examiner feedback; following analysis of student retention, progression and achievement; in response to developments in the field of study; changes to resources and staffing arrangements; and changes in student demand.
- 9.2.2 Registered students will be informed of any administrative/editorial variations (as defined in the University's procedure for Changes to Programmes and Modules) as soon as is practicable and normally within the first half term. Such variations may include changes to library or other learning resources, or set texts; changes to administration or staffing arrangements (including a change of module programme director, lecturer or supervisor), a reordering of the module syllabus, or a change to the term of delivery of a module).
- 9.2.3 Registered students will be informed of any minor variations (as defined in the University's procedure for Changes to Programmes and Modules) as soon as is practicable. Such variations may include a reordering of the module syllabus, minor changes to a module content where learning outcomes are unaffected, or the addition of an optional module to a course.
- 9.2.4 Changes as a result of circumstances outside of the University's control (e.g. the illness, sudden departure or death of a key member of staff) may be approved by SLTC Chair's action; and in such instance, registered students will be informed as soon as is practical.

## **10. EDUCATIONAL PROVISION**

10.1 The University will:-

10.1.1 deliver your course with reasonable care and skill;

10.1.2 clearly explain the academic requirements of your course to you.

10.2 You must use all efforts to fulfil all the academic requirements of your course in accordance with the terms of the Contract, including submission of programme work and other assignments and attendance at lectures, tutorials, seminars and any other such teaching sessions provided by the University.

## **11. COMPLAINTS PROCEDURE**

11.1 If you have a complaint about the University, you should follow the University's Admissions Complaints Procedure which can be found in the University Handbook. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.

11.2 If, having followed the University's Complaints Procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

## **12. LIABILITY**

12.1 Whilst the University takes all reasonable care to ensure the safety and security of its students whilst on the University's campus, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

12.2 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.

12.3 The University shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), electrical power outage, fire, flood, storm and national emergencies ("**Force Majeure Event**"). If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

12.4 Nothing in these terms and conditions shall limit the University's liability to you for fraud or wilful default or for death or personal injury caused by the University's negligence. Subject to the foregoing sentence, the University shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

## **13. TERMINATION**

13.1 The University reserves the right to terminate the Contract and exclude you from the University:

13.1.1 if you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you having duly performed the work of the course or being able to proceed to the next stage of the course. You

should also note that your progression on your course and your final award are not guaranteed and are dependent upon your academic performance; and

13.1.2 for non-registration, for non-payment of course fees, or for inadequate attendance or academic performance on your course, in line with the relevant University policies and procedures.

13.2 If you have been excluded from the University, you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, or proceed to any degree, diploma or other award of the University.

#### **14. DATA PROTECTION**

14.1 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 (including information from application forms):-

14.1.1 to administer applications; and

14.1.2 to compile statistics about applicants and/or students that may be published or passed to government bodies, the Higher Education Statistics Agency (HESA)

14.2 If your application is successful and you enrol at Buckingham the University will also use the information:-

14.2.1 to deliver your course and provide educational services to you, to administer your studies, to provide you with University facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance our business provision including learning, teaching, assessment and the broader student experience;

14.2.2 to send communications to you;

14.2.3 to process any payments made by you to the University;

14.2.4 for credit scoring, credit assessment, debt tracing or fraud and money laundering prevention and the University may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;

14.2.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and

14.2.6 for other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an Alumni programme).

14.3 In certain circumstances the University may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or safety of our employees, students or others.

14.4 The University will only process your personal data in accordance with (i) the specific purposes notified to you above; (ii) the University's Data Protection Policy (as amended from time to time); and/or (iii) otherwise as permitted by the Data Protection Act 1998.

14.5 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 14.

## **15. INTELLECTUAL PROPERTY**

15.1 You shall own any intellectual property you generate and provide to the University during your course including, without limitation, the content of examination scripts and assignments, save for where:-

15.1.1 the University has clearly indicated to you prior to your engagement in an activity that any intellectual property generated by such activity will belong to the University, and/or

15.1.2 you are a postgraduate student and engage in work as part of a group and/or with staff or a third party company and the University has indicated to you prior to your engagement in such work that any intellectual property generated by such work will belong to the University or a named third party.

## **16. GENERAL**

16.1 The terms of the Contract shall only be enforceable by you and the University.

16.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.

16.3 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.

16.4 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.

16.5 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.

**SCHEDULE 1**  
**CANCELLATION FORM**

To: The University of Buckingham

Yeomanry House, Hunter Street, Buckingham MK18 1EG,, United Kingdom

Email: [education@buckingham.ac.uk](mailto:education@buckingham.ac.uk)

I hereby give notice that I cancel my contract with the University for a place on the following course:

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Accepted on:

Name of Student:

University of Buckingham Application Number:

Address of Student:

Signature of Student \_\_\_\_\_

Date: \_\_\_\_\_