

UNIVERSITY OF BUCKINGHAM

ADMISSIONS TERMS AND CONDITIONS FOR PROSPECTIVE 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 (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with: (i) your offer letter from the University (including details of your offer on UCAS) ("**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. For students wishing to study medicine please contact Medicine Admissions on +44(0)1280 827546 or by email medicineadmissions@buckingham.ac.uk
- 1.4 Some courses may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in your Offer. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.
- 1.5 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 or for medical students the General Regulations for the Medical School. 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.
- 1.6 If you do not enrol within 10 working days of the start of the term that your course begins the University reserves the right to refuse to enrol you and withdraw you from your course (without liability), unless prior permission has been given by the Dean of your School. Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules
- 1.7 Medical students must enrol at the beginning of the course and are required to attend a mandatory induction in the previous week.

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. If you fail to meet the conditions of your Offer the University will refund any deposit you have paid.
- 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 you successfully complete your course of study in a shorter period than originally planned;
 - 3.3.4 failure to enrol or re-enrol in accordance with Clause 4 below; and
 - 3.3.5 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 can be found in the University Handbook.
- 4.2 You must sign-in at your School of Study at the start of each academic term of your course. Medical students are required by the General Medical Council to sign in every day.

5. DEPOSITS

- 5.1 Applicants wishing to accept an offer of a place are required to complete an Acceptance Statement confirming their financial obligations. Some applicants are also required to pay a deposit. The amount of the deposit is set out in the offer letter. Deposit amounts are also summarised on the Fees and Scholarships section of the University's website: www.buckingham.ac.uk/admissions/fees. If you are an overseas applicant who requires a Tier 4 visa to study in the UK, and do not pay the deposit monies in accordance with the payment terms advised in your Offer, the University will not issue you with a Certificate of Acceptance of Studies and your application will not proceed.
- 5.2 Any deposit you pay will be offset against the balance of course fees owed to the University.
- 5.3 Applicants who do not take up their places will be refunded any deposit paid in excess of £1,000, with the exception of Medical students. Deposits will normally be refunded in full if:
- 5.3.1 you cancel the Contract in accordance with Clause 9.1 or 9.2; or
 - 5.3.2 you fail to obtain a Tier 4 visa from the appropriate competent authority to travel and study in the UK where the refusal is due to negligence on your part; or
 - 5.3.3 you fail to meet the conditions of your Offer.

6. FEES / GENERAL BOND

- 6.1 Information in relation to course fees can be found through:
- 6.1.1 if you are a foundation or undergraduate student;
<http://www.buckingham.ac.uk/admissions/fees/undergraduate>
 - 6.1.2 if you are a postgraduate student.
<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. You will be personally liable to pay your course fees if a sponsoring authority fails to do so.
- 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.
- 6.8 New students (except Education and Medicine) are required to pay a general bond of £300. New students that live in university managed accommodation will be required to pay an additional £700 deposit for their accommodation, (£1,000).

The bond is a deposit held by the University and is non-refundable for the duration of your studies. On completion of your studies or ceasing to be a member of the University the bond will be refunded less any balance remaining on your account.

- 6.9 Research students who have reached the end of the prescribed period of study for their programme and have been granted an extension or otherwise exceeded their original study period in order to satisfactorily complete their degree are required to pay a supervision fee of up to £250 per term - Section 3E.1: Terms of Study in the Research Degrees Handbook

7. OTHER CHARGES

- 7.1 In addition to your course fees, you may incur additional expenditure on items such as (but not limited to) field trips, specialist materials, visit fees, examination retake fees, library fees, printing fees and fines charged to you in accordance with the University Handbook, you shall have primary responsibility for payment. Any additional charges will be highlighted in your offer letter.
- 7.2 The provision of a facility or service including accommodation will be subject to an additional charge (i.e. separate from course 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.
- 7.3 In exceptional circumstances the University may pursue legal proceedings against you if you are in debt to the University and this debt exceeds the bond held on your account. 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 and/or UCAS 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 admissions@buckingham.ac.uk. For medical students use medicine-admissions@buckingham.ac.uk.
 - 8.2.2 after your enrolment, you must notify the University in writing by letter or email to registry@buckingham.ac.uk
- 8.3 If you cancel the Contract:
- 8.3.1 prior to your enrolment in accordance with Clause 4.1, and you have made any payment under the Contract then the University will provide you with a refund (see section 5) as soon as reasonably possible and if practicable within 21 days of the University receiving your written notice of cancellation;
 - 8.3.2 the Medical School deposit is non-refundable if the cancellation is after 6 weeks from acceptance and payment of deposit.

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 endeavours to find a suitable replacement course for which you are qualified either at the University of Buckingham or at another UK university.

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 endeavours to find a suitable replacement course for which you are qualified either at the University of Buckingham or at another UK university;

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 no later than Week 5 of the term preceding the term in which the variation shall take effect. 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) at the point at which such changes have been formally approved by the School's Learning and Teaching Committee, and no later than Week 5 of the term preceding the term in which the variation shall take effect. Such variations may include a reordering of the module syllabus, minor changes to a module content where learning outcomes are unaffected, a minor change in a module's contact hours, or the addition of an optional module to a course.

9.2.4 Registered students will be consulted on major variations to modules and programmes (as defined in, the University's procedure for Changes to Programmes and Modules) when such amendments are prepared for consideration and approval by the relevant deliberative committees of the University. Registered students and applicants holding an offer to study will be informed of the outcome of deliberations of major variations no later than Week 5 of the term preceding the term in which the variation shall

take effect. Major variations may include amendments to learning outcomes and the method and weighting of assessment, major amendments to module or programme content, learning outcomes, aims and the learning and teaching strategy; the removal or addition of a core module; the removal of an optional module; a change to pre-requisite module requirements, a change to the final award title; changes that impact on the recognition of the programme by accrediting bodies; changes to the credit value of a programme or module; and changes that have regulatory or progression implications.

9.2.5 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, attendance at examinations and attendance at lectures, tutorials, seminars and any other such teaching sessions provided by the University.

10.3 Where optional modules are available, students should be aware that, where there is insufficient student interest or staff availability, some optional modules will not be run every year. If an optional module will not be run, the University will advise you as soon as possible and help you choose an alternative module.

11. DISABILITIES

If you have a disability (including dyslexia) the University will seek to support you whenever possible. If you have not yet disclosed a disability, we would encourage you to do so at the earliest opportunity. We would normally document the support to be provided. Even if you have already disclosed a disability, please make sure you contact the Welfare Team before you accept any offer of a place in order to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability or to limit that disclosure, while we will do our best to help you, you may not be able to access the full range of support available. Further information about our Disability and Learning Support Services can be found on our website: www.buckingham.ac.uk/life/welfare

12. COMPLAINTS PROCEDURE

- 12.1 If you have a complaint about the University, you should follow the University's Admissions Complaints Procedure which can be found in the Regulations Handbook. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.
- 12.2 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.

13. LIABILITY

- 13.1 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.
- 13.2 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 other person.
- 13.3 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.
- 13.4 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.

14. TERMINATION

- 14.1 The University reserves the right to terminate the Contract and exclude you from the University:
- 14.1.1 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

14.1.2 for non-registration, for non-payment of course fees, or for inadequate attendance or academic performance on your course.

14.1.3 for medical students there are additional expectations around behaviours and professionalism and are found in the medical school Fitness to Practice policies at <http://medvle.buckingham.ac.uk/> under the Student Support page.

14.2 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, take tests/examinations, or proceed to any degree, diploma or other award of the University.

15. DATA PROTECTION

N.B: *The following clauses are currently under review and will be amended in order to meet the requirements of the GDPR in due course.*

15.1 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):-

15.1.1 to administer applications; and

15.1.2 to compile statistics about applicants and/or students that may be published or passed to government bodies, the Higher Education Statistics Agency (HESA) or, for medical students, the General Medical Council.

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

15.2.1 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;

15.2.2 to send communications to you;

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

15.2.4 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;

15.2.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the EU General Data Protection Regulation and Data Protection Act 2018) 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

- 15.2.6 for other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an Alumni programme).
- 15.3 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.
- 15.4 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 EU General Data Protection Regulation and Data Protection Act 2018.
- 5.5 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.

16, INTELLECTUAL PROPERTY

- 16.1 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:-
- 16.1.1 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
- 16.1.2 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.

17. GENERAL

- 17.1 The terms of the Contract shall only be enforceable by you and the University.
- 17.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.
- 17.3 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.
- 17.4 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.
- 17.5 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:

applications@buckingham.ac.uk

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

Accepted on: [Date]

Name of Student: [Insert]

University of Buckingham Application Number: [Insert]

UCAS Personal ID Number (if applicable) [Insert]

Address of Student: [Insert]

Signature of Student _____

Date: _____