



STUDENT CONTRACT STANDARD

Please note that this Student Contract **does not** apply to MBChB Medicine or School of Education students. For further information, please contact the Admissions Office.

INTRODUCTION

- 1.1 This contract represents an agreement between the University of Buckingham ("**University**") and you.
- 1.2 By accepting the University's Offer of a place on a course (whether through UCAS or otherwise), you accept in full the terms and conditions contained in the following documents:
- (a) this Student Contract;
 - (b) your Offer letter from the University (including details of your Offer on UCAS) ("**Offer**");
 - (c) the Acceptance Statement;
 - (d) the Student Declaration;
 - (e) the General Regulations for Students of the University; and
 - (f) the University's rules, regulations, policies and procedures located at <https://www.buckingham.ac.uk/about/handbooks> (as amended from time to time and notified to students via email).
- Collectively, these represent our contract with you (the "**Contract**").
- 1.3 If you have any questions or concerns about any aspects of the Contract, please contact the University's Central Admissions Office on +44 (0)1280 820227 or by email: admissions@buckingham.ac.uk.

APPLICATIONS

- 2.1 It is your responsibility to ensure that all of the information you provide to the University and the Home Office, (if you require a Student 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 enrolment at the University, according to the circumstances, without liability to you.
- 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. (See clause 5.4).
- 2.5 You will be required to provide satisfactory evidence of your qualifications before or at registration. Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your Offer and the Contract.

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 do so, the University reserves the right to cancel the Contract and suspend or terminate your enrolment.



- 3.2 You must take responsibility for ensuring that you comply with all conditions of your visa/immigration status whilst studying at the University.
- 3.3 The University is required to withdraw sponsorship of your Student visa if you do not comply with Home Office rules, including but not limited to:
- (a) your failure to meet the minimum attendance requirements;
 - (b) your failure to make suitable academic progression on your course;
 - (c) your failure to enrol or re-enrol in accordance with Section 4 below;
 - (d) your failure to provide evidence that you have valid leave to remain in the UK;
 - (e) your registration being terminated;
 - (f) you choosing to withdraw from your course;
 - (g) you successfully completing your course of study in a shorter period than originally planned.
- Further information on the rules can be found under Visa Compliance at www.buckingham.ac.uk/about/handbooks/compliance-handbook/
- 3.4 If you choose to withdraw from your studies or if your enrolment and registration is terminated by the University, this will affect the validity of your Student visa sponsored by the University and your ability to enter and remain in the United Kingdom.
- 3.5 If your visa is revoked for any reason, the University will terminate the Contract, and suspend or terminate your enrolment.
- 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.

CONDITIONS OF ADMISSION AND REGISTRATION

- 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 and registering with the University.
- 4.2 If you do not enrol and register within 10 working days of the start of the term that your course begins, the University reserves the right to refuse to register you and to withdraw you from your course without liability, unless prior permission for late registration has been given by the Dean of your School of Study. Students who are not enrolled and registered are not entitled to attend classes or to participate in assessments for any modules.
- 4.3 To register with the University you must have attained eighteen years of age at the point of registration, except where the Dean has granted to a named student an exemption from this condition.
- 4.4 Before registration can be completed you must complete all the required forms, satisfy the University that you have the ability to pay your fees and cover your maintenance expenditure and that in all respects you are a fit and proper person to become a member of the University.
- 4.5 If you are a full-time student living away from home, you must register with a local medical practitioner during term-time and give the doctor's name to Registry within 2 weeks of registration.
- 4.6 You must sign-in at your School of Study at the start of each academic term of your course.
- 4.7 At registration you will be issued a uCard which is personal to you. It is a disciplinary offence for you to lend your uCard or borrow another student's uCard. Your uCard remains the property of the University and will be immediately invalidated should you cease to be a member of the University.
- 4.8 If you are registered onto a programme of study and/or are designated status as a student, you may not change this programme of study or status without the permission of your Head of Department and the

completion of the relevant transfer form from the School Administrator. You will be notified by Registry once the process is complete.

- 4.9 If you are registered onto a programme of study, you may not add or drop modules for that programme after the second week of the first term of the module concerned. Within that time, permission to alter modules must be obtained from your Head of Department.
- 4.10 You must attend your course as required for the whole of each term. Absences must be approved by the Head of your school of study. In cases of enforced absence where it is impossible to obtain prior permission, a written explanation should be sent to your Head of Department as the earliest opportunity.

FINANCIAL TERMS

BONDS & DEPOSITS

- 5.1 If you wish to accept an Offer of a place with us, you must complete and return the Acceptance Statement sent to you at the same time as your Offer. This confirms your financial obligations. You are also required to pay the deposit ("**Deposit**") set out in your Offer.
- 5.2 All applicants are asked to pay a deposit and a bond ("**Bond**"). The Bond is money held by the University, which 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 is refunded, less any balance remaining on your account.
- 5.3 International applicants will be asked to pay their first terms fees and bond to secure their place and ensure financial clearance leading to the issuing of a Certificate of Acceptance of Studies ("**CAS**")
- 5.4 If you are an overseas applicant who requires a Student visa to study in the UK, and do not pay the Deposit in accordance with the payment terms in your Offer, the University will not issue you with a Certificate of Acceptance of Studies ("**CAS**") and your application will not proceed.
- 5.5 Applicants who do not take up their places will be refunded any Deposit paid (minus any Administration Charge stated in your Offer) as soon as is reasonably possible, if:
- you or we cancel the Contract in accordance with Section 10.9;
 - you have made a full disclosure of additional needs prior to registration and the University confirms it is unable to fully accommodate your additional needs, as per Section 12.2;
 - we have made you a conditional Offer, and the conditions of the Offer have not been met; or
 - you fail to obtain a Student visa from the appropriate competent authority, where the refusal is not due to negligence on your part.
 - you cancel the contract within 14 days of enrolment for any reason in accordance with your rights under 16.1.
- In all other circumstances, the University has the right to retain your Deposit in full.
- 5.6 Students who live in University managed accommodation will be required to pay additional monies, including a Security Bond as set out in the Accommodation Agreement.

TUITION FEES & PAYMENT TERMS

- 6.1 The tuition fees for your course are contained in your Offer. If you accept your Offer, you agree to pay these, (and other related costs and expenses) as and when they fall due, in accordance with the payment terms agreed by you and us.
- 6.2 The University reserves the right to increase tuition 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 tuition fees it will notify you via email of this as soon as reasonably practicable



- 6.3 You will not be deemed to have registered until your deposit has been paid, or satisfactory evidence produced that such fees will be paid by a sponsoring authority on receipt of the University's invoice.
- 6.4 The University's standard payment terms require payment in advance on a term-by-term basis. For example, the Spring term's tuition fees will be invoiced during the Winter term and be payable before the start of the Spring term. Two alternative payment options are available:
- (a) **Accelerated Advance Payments:** You can choose to pay tuition fees more than one term in advance. If you pay more than three terms in advance, you will be eligible for a discount. See <https://www.buckingham.ac.uk/admissions/fees/discounts> for more details.
 - (b) **Payments by Instalment:** In certain circumstances, and subject to you having paid your full first term's tuition fees in advance, the University may agree to instalment payment terms. Please note that such agreements will incur an administration fee which will be detailed in your instalment payment terms and conditions.
- 6.5 If you choose to withdraw voluntarily from the University before the completion of your studies, you must provide written notification to Registry (registry@buckingham.ac.uk) and the Dean of the School you are studying with. As long as this notification is received before the start of the following term no further liability for tuition fees will be incurred.
- 6.6 However, if for any reason you cease to be a member of, or withdraw from, the University during the course of a term, you will remain liable to the University for any fees for that term and for any other sums outstanding. Fees and charges for subsequent terms will not be payable and any payments made in advance for such fees and charges will be refunded by the University (minus any Administration Charge stated in your Offer).
- 6.7 If you have any concerns regarding payment of tuition fees or require further information about tuition fees, please contact the Student Fees Office on +44 (0)1280 820250 or by emailing studentfees@buckingham.ac.uk.

OTHER CHARGES

- 7.1 In addition to your tuition fees, you shall have primary responsibility for payment of:
- (a) expenditure on items such as field trips, specialist materials, visit fees or equipment costs (details of compulsory additional expenditure will be set out in your Offer); and
 - (b) any charges or fines you incur, such as fees for examination/module retakes, research, writing up fees, uCard replacement, library fees and fines, printing fees and other fines charged to you in accordance with the Regulations Handbook.
 - (c) any charges for facilities or services (such as accommodation) set out in contracts made between you and the University.

DEBT

- 8.1 If you fail to pay your tuition fees when they fall due, the University may suspend your membership of the University. An administration fee of £100 will be levied and the suspension of your membership will result in the removal of the following rights:
- (a) Access to Moodle
 - (b) Access to library facilities
 - (c) Attendance at lectures and tutorials
 - (d) Participation in, and access to, the results of examinations and other assessments.
- 8.2 In addition, if you are in tuition fee debt to the University for more than 60 days, and this debt exceeds any Deposit held on your account, the University may:
- (e) terminate your enrolment at the University;
 - (f) inform the Home Office if you are an International Student that your studies have been terminated;

- (g) withhold any degree or other qualification including certificates and transcripts;
- (h) charge interest on the amounts owing at an annual rate of 4% above base rate from the date each payment became due;
- (i) pursue legal proceedings against you; and
- (j) record you as a debtor of the University in any references requested from the University.

8.3 Any monies, whether specified or not, paid by or on behalf of you to the University will be allocated against the oldest debt first.

8.4 You have the right to appeal to the Chief Financial Officer to waive or postpone the sanctions set out in 8.1 and 8.2.

FINANCIAL SPONSORS

9.1 By accepting sponsorship, i.e. if someone other than you pays your fees, you agree to the University providing your sponsor with the information specified below, whether at the sponsor's request or at the University's instigation:

- (a) records of academic attendance, whether at lectures, practicals, tutorials, seminars or project supervision;
- (b) examination results and academic progress;
- (d) any request by you to change to another programme of study;
- (e) changes to the end date of your programme, whether due to exam failures or interruptions of study;
- (f) statements of your financial account with the University; and
- (g) any other communications relevant to your financial account.

9.2 Your sponsor has the right to specify where invoices and other financial communications will be directed and addressed.

9.3 By agreeing to sponsor you, a sponsor agrees to the University having the right, at its discretion, to inform you about the state of your financial account.

9.4 You will be personally liable to pay your tuition fees if your sponsor fails to do so.

EDUCATIONAL PROVISION

10.1 The University commits to:

- (a) delivering your course with reasonable care and skill;
- (b) clearly explaining the academic requirements of your course to you.

10.2 You must use every effort to fulfil all the academic requirements of your course in accordance with the terms of the Contract, including timely submission of assessed work, attendance at/participation in examinations, and attendance at/participation in lectures, tutorials, seminars and any other teaching sessions provided by the University.

10.3 Except where otherwise clearly indicated, you shall be assessed on the basis of your own unassisted and unaided work. Further information on plagiarism and the consequences can be found in the University Handbooks: Academic Misconduct Policy and Procedures.

10.4 The University reserves the right to terminate the Contract and suspend or terminate your enrolment 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.

10.5 As part of the University's aim to continually improve its course offerings, elements of your course or modules may be varied:

- (a) to improve the quality of educational provision;
- (b) to meet the latest requirements of a regulatory, professional, statutory or accrediting body;
- (c) to respond to student or external examiner feedback;
- (d) following analysis of student retention, progression and achievement data;
- (e) in response to developments in your field of study;
- (f) due to changes in resources and staffing arrangements; or
- (g) due to changes in student demand;

10.6 Where a variation to a course or module is made (as defined in the University's procedure for Changes to Programmes and Modules: Section 3 of the Quality Handbook - <https://www.buckingham.ac.uk/about/handbooks/quality-handbook/>):

- (a) **Editorial:** Registered students will be informed of editorial variations as soon as is practicable. Normally this is no later than the date at which the timetable is published for the upcoming 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.
- (b) **Minor:** Registered students will be informed of the outcome of deliberations of minor variations as soon as is practicable. Normally this is no later than the date at which the timetable is published for the upcoming term. Such variations may include: changes to the module content, aims, or learning and teaching strategy; changes to a module's contact hours, changes to a module's assessment method and weighting, or the amendment of a pre-requisite.
- (c) **Major:** registered students and applicants holding an Offer to study will be informed of the outcome of deliberations of major variations as soon as is practicable. Normally this is no later than the date at which the timetable is published for the upcoming term. Major variations refer to modifications of the programme and include: amendments to learning outcomes of modules and programmes; changes affecting multiple modules across the programme; removal and addition of modules from a programme; 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; changes that have regulatory or progression implications.

10.7 Changes as a result of circumstances outside of the University's control (for example, the illness, sudden departure or death of a key member of staff) may be approved by the Chair of Senate and in such cases registered students will be informed as soon as is practical.

10.8 In the case of optional modules, where there is insufficient student interest, some optional modules may 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 to choose an alternative module.

10.9 In exceptional circumstances, the University may need to discontinue or significantly redesign your course, for example as a result of course review, or too few students have applied to study the course to make it financially viable. If you are:

- (a) already enrolled on the course, we will endeavour wherever possible to enable you to complete the programme during a "teaching out" period.
- (b) Where this isn't possible, we will endeavour to find a suitable replacement course for which you are qualified, either at the University or at another UK university.

INTELLECTUAL PROPERTY

11.1 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, except where:

- (a) 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; or

- (b) 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 it will belong to the University or a named third party.

DISABILITIES AND ADDITIONAL NEEDS

- 12.1 If you have a disability (including dyslexia), the University will seek to support you wherever 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 Wellbeing Skills and Diversity 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: <https://www.buckingham.ac.uk/student-life/wellbeing-skills-diversity/>
- 12.2 If you have made full disclosure of any disability you have, and the University is unable to make reasonable adjustments to fully accommodate your additional needs, you have the right to cancel the Contract.
- 12.3 Further information about all our student support services can be found on our website at: <https://www.buckingham.ac.uk/student-life/wellbeing-skills-diversity/>

COMPLAINTS AND APPEALS PROCEDURE

- 13.1 As an applicant, if you have a complaint about the University, you should follow the University's Admissions Complaints and Appeals Procedure which can be found in the Regulations Handbook. This procedure has been produced to help the University to resolve any complaints you may have as promptly, fairly and amicably as possible.
- 13.2 Registered students of the University should consult the Regulations Handbook for the Student Complaints Procedure, and the Academic Appeals Policy and Procedure which can be found on the University website.
- 13.3 If you have followed the University's Complaints Procedure to completion and you remain dissatisfied, you have a right to make a complaint to the Office of the Independent Adjudicator for Higher Education (www.oiahe.org.uk).

LIABILITY

- 14.1 Whilst the University takes all reasonable care to ensure the safety and security of its students while they are 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.
- 14.2 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.
- 14.3 The University will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with us if it is due to any event beyond our reasonable control such as: Acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), electrical power outage, pandemics, 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.

- 14.4 Nothing in these terms and conditions shall limit the University's liability to you 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.

DATA PROTECTION

- 15.1 The University holds information about applicants, prospective students and students at the University. The way in which the University collects, stores, uses, shares, processes and protects your personal information is set out in the Privacy Notice and the Data Protection Policy (<https://www.buckingham.ac.uk/about/policies/data-protection>). By submitting your application form and accepting your offer, you consent to the use of your personal information in accordance with these policies.

CANCELLATION

- 16.1 You may cancel the Contract:
- (a) **Prior to registration:** by emailing the University at admissions@buckingham.ac.uk and informing UCAS (if this was your application route).
 - (c) **After registration:** by emailing the Dean of your School and the Registry department: registry@buckingham.ac.uk.
- 16.2 If you cancel the contract you may still incur financial liability in accordance with Section 5.

BEHAVIOUR

- 17.1 As a student of the University, you are expected to maintain a reasonable standard of behaviour which is not harmful to the work, good order or good name of the University and to maintain the standard of conduct expected of you under this contract and the University's policies and procedures.
- 17.2 If you do not act in accordance with the Contract, or if you do not meet our behaviour expectations set out in our policies and procedures, we may take disciplinary action against you under the University's Non-Academic Misconduct Policy or the Bullying and Harassment Policy. 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.
- 17.3 If you have been expelled from the University and your contract with us is terminated, you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, take tests or examinations, or receive to any degree, diploma or other award of the University.

GENERAL

- 18.1 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 the Offer. By agreeing to these terms and conditions, you also agree to abide by any relevant professional body's terms and conditions.
- 18.2 Full time students may undertake paid employment during term times provided permission is obtained from the student's Personal Tutor/Head of Department. Normally approval will be given only to students who are progressing satisfactorily and will be limited to 20 hours per week of paid employment. For Foundation students the limit is 10 hours per week.
- 18.3 The terms of the Contract shall only be enforceable by you and the University.

- 18.4 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.
- 18.5 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.
- 18.6 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.
- 18.7 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 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.