



**University of Bradford  
Student Contract 2019/2020**

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 2020 the Academic Session is 2019/2020.

**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 and 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 that academic session and that they agree to the Terms and Conditions set out below.

**E:vision** is an online system which allows students to log into their record within the Student Record System, view and update their personal data and undertake some University processes.

**Exit Award** means an award which is made in recognition of the credit achieved by a student who has not achieved sufficient credit to be made the award associated with the programme on which they enrolled.

**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: <https://www.bradford.ac.uk/money/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 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 a time 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 16 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 20.

**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 on a programme of study to start in the 2019/2020 academic year and to whom this contract applies, or a registered student of the University during the 2019/2020 academic year and to whom this contract applies.

## **Student Contract 2019/2020**

### **Purpose**

1. We want you to get the best out of your time at the University of Bradford. To ensure your experience with us is 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 are 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 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.

### **How the Contract is formed between you and the University**

4. 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**

5. 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 18 – 22 (inclusive).
6. 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 study your chosen programme and that you agree to abide by our rules and regulations (Appendix 1: Important Information).

7. 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

8. 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.
9. Admission to some of our programmes (see list at Appendix 3) 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/dbs-check-applicant-criminal-record>.)
10. The University understands the transformational nature of Higher Education and is committed to supporting the key principles of the Rehabilitation of Offenders Act 1974, the Data Protection Act 2018 and General Data Protection Regulation. It is also obliged to do everything within its power to protect the personal security of all members of the University (staff and students), visitors and members of the wider community, within which the University operates. Applicants to undergraduate programmes regulated by Professional, Statutory and Regulatory Bodies will be asked to declare convictions through the UCAS process. 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/>. For all other applicants, the University will ask you to declare whether you hold convictions in relation to the offences set out at Appendix 6 after you have received an offer. We will use this information only to determine any support we need to provide to you to assist you with your studies, and to identify any mitigating actions we may need to put in place to ensure the welfare of the wider University community. However, and only where it is not possible to provide relevant support or implement mitigating actions, the University reserves the right to withdraw the offer of a place, and therefore to terminate this contract. If you receive a criminal conviction for an offence as set out in Appendix 6 after you have made this declaration, you must communicate to [admissions@bradford.ac.uk](mailto:admissions@bradford.ac.uk) as soon as possible. If you fail to disclose a conviction when asked, or to disclose a conviction which you receive after you have made your declaration, 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. The information provided in your application will be retained by the University and 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 Student Privacy Policy (Appendix 1 Important Information Document 12). 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 relevant support in place for you.

17. 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](#) (Appendix 1 Important Information Document 18), available at <https://www.bradford.ac.uk/student-academic-services/breaches-appeals-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**

18. 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.
19. 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 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.
20. We will inform you of any changes at the earliest opportunity, explaining the reason for the change. We also maintain a register of changes.
21. 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.

22. 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 Student Complaints Procedure. (Appendix 1: Important Information Document 15);
  - 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**

23. The University reserves the right to amend its tuition fees annually in line with Government policy and parliamentary regulation 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. 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).
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 23 above. How and when your fees are paid will depend on whether you or a sponsor pays the fee (see <https://www.bradford.ac.uk/money/fees/paying-fees/> for further details).
25. If you decide to defer your programme of study you will be charged the composite fee rate for the year in which 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 Document 9). Payment of fees and charges are also set out on the University's website <https://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 <https://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 (or the first week of delivery where a programme does not start in week one) (<https://www.bradford.ac.uk/term-dates/>) by notifying us using the online form provided in e:Vision.
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 notify us. We provide an online form for you to do this in e:Vision. 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 exit 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 as set out in the Regulations Governing Awards (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 17);
  - 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 18), Student Disciplinary Procedure (Appendix 1: Important Information Document 5), Fitness to Practice Procedure (Appendix 1: Important Information Document 6);
  - Your behaviour represents a significant risk to the health, safety or welfare of yourself or others as detailed in the Fitness to Practice Procedure and Health, Wellbeing and Fitness to Study Policy (Appendix 1: Important Information Documents 6 and 7), subject to your 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 Academic Appeals (Appendix 1: Important Information Document 4).
48. You have the right to submit a complaint under the Student Complaints Procedure 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 Student Complaints Procedure (Appendix 1: Important Information Document 15).
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. For further reference, ownership of IP will be in accordance with Appendix 1: Important Information Document 19.

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

59. We process (i.e. collect, hold, use and discloses) personal data subject to the General Data Protection Regulation (GDPR) and its own regulations, policies and procedures. This personal data includes special categories such as data relating to health, race and religion. The information the University holds is provided by you and collected from other organisations (e.g. UCAS) for a number of purposes, including academic, administrative, and statistical and health and safety matters as well as its statutory functions. Most of this information is processed because it is necessary for the performance of this contract but other reasons to process may also apply. For more information on how the University uses your information please refer to the Student Privacy Notice (Appendix 1: Important Information Document 12).
60. We disclose your personal data to third parties: these include, but are not limited to, organisations such as the Higher Education Statistics Agency and plagiarism detection services (Turnitin), Debt Recovery Agents (if you have outstanding debts), Local Authorities, the Police, prospective employers (who may wish to verify enrolment, subject studied and University awards) and Professional, Statutory and Regulatory Bodies for (the purposes of professional accreditation). All such sharing takes place in accordance with the law.
61. If you are sponsored by a third party sponsor for the purposes of your tuition fees, the sponsor may ask us to disclose information about your academic performance and progression with them on a regular basis. You will be asked whether you agree to our sharing your information with your sponsor when you confirm to us that your fees are being paid by a sponsor. If you do not agree to this, we will not disclose this

data, however this may mean that you are ineligible for sponsorship, and you should check with your sponsor whether this will be the case.

**Health, safety and wellbeing (Appendix 1: Important Information Document 13)**

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

You must:

- abide by our Health, Safety and Wellbeing Policy (Appendix 1: Important Information Document 13);
- cooperate with us in health, safety and wellbeing 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 and Academic Services;
- not interfere or misuse anything provided for health, safety and wellbeing;
- make yourself aware of the Health, Safety and Wellbeing Policy and follow its requirements;
- report all accidents and incidents;
- participate in health, safety and wellbeing training as required.

### **IT facilities**

63. 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**

64. 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.
65. 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.
66. 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
67. 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.
68. 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.
69. 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.

70. 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**

71. 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**

72. If you have a complaint about us, you may use the Student Complaints Procedure (Appendix 1: Important Information Document 15) which is intended to resolve any complaints by you as promptly, fairly and amicably as possible.
73. 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 Regulations 2, 9 and 10
- 2: Extenuating Circumstances Policy and Procedures
- 3: University Regulations that apply to students:
  - Regulation 1: Admission of students to undergraduate programmes of study
  - Regulation 2: Regulation Governing Undergraduate Awards
  - Regulation 5: Academic Misconduct Regulations
  - Regulation 6: Academic Appeal Regulations
  - Regulation 7: Assessment Regulations
  - Regulation 8: Regulation on External Examiners for Award-Bearing Taught Courses
  - Regulation 9: Regulation Governing Postgraduate Taught Awards
  - Regulation 10: Regulations for Research Degrees
  - Regulation 12: Theses and dissertations lodged in the University Library
  - Regulation 13:
    - Regulation 20: Use of the Library
    - Regulation 21: Use of IT Facilities
  - Regulation 25: Sabbatical Leave for Officers of the University Union
  - Regulation 28: Student Disciplinary Regulation and Procedure
  - Regulation 30: Regulations governing policy and procedures for Sponsored Research, Patent Agreements and Testing
  - Regulation 31: Financial Regulations
  - Regulation 32: Student Membership of the Senate
  - Regulation 33: Health and Safety Regulations
- 4: University Regulation 6: Academic Appeal Regulations
- 5: Regulation 28: Student Disciplinary Regulation and Procedure
- 6: Student Fitness to Practice Procedure
- 7: Health, Wellbeing and Fitness to Study Policy and Procedures
- 8: Quality Handbook
- 9: Composite Fee Liability Policy
- 10: Payment of Fees
- 11: Procedures Relating to Students with Fees Debt
- 12: Student Privacy Notice
- 13: Health, Safety and Wellbeing Policy
- 14: IT Policies
- 15: Student Complaints Procedure
- 16: Admissions Policy
- 17: Regulations Governing Appeals and Complaints by Applicants and Students against a Decision in relation to Compliance with UK Visa and Immigration Regulations (Tier 4)

- 18: Regulations Governing Appeals and Complaints by Applicants against an aspect of their Admission Process (Undergraduate/Postgraduate Taught/Postgraduate Research)
- 19: IP Policy
- 20: University Ordinances that apply to students:
  - Ordinance 1: Matriculation
  - Ordinance 2: Degrees
  - Ordinance 3: Undergraduate Awards
  - Ordinance 4: Aegratat Awards
  - Ordinance 5: Postgraduate Taught Courses
  - Ordinance 7: Degree of Master or Doctor of Philosophy by published work
  - Ordinance 9: Degree of Doctor of Engineering, Doctor of Laws, Doctor of Letters, Doctor of Science or Doctor of Technology
  - Ordinance 10: Award of Honorary Degrees
  - Ordinance 16: Conduct of Student Members of the University
  - Ordinance 17: Graduates' Association of the University of Bradford
  - Ordinance 19: University Union

## **Appendix 2: Programme Handbooks**

Individual Programme Handbooks are available online: (new link required)

## **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 Healthcare Science (Life Sciences) (3 year)  
 BSc Midwifery Studies (3 year)  
 BSc Nursing Adult (3 year)  
 BSc Nursing Adult (3 year) (Harrogate and District NHS Trust)  
 BSc Nursing Adult (3 year) (Mid Yorkshire Hospitals)  
 BSc Nursing Child (3 year)  
 BSc Nursing Mental Health (3 year)  
 BSc Occupational Therapy (3 year)  
 BSc Optometry (3 year)  
 BSc Paramedic Science (4 year)  
 BSc Physiotherapy (3 year)  
 BSc Public Health and Community Wellbeing (3 year)  
 Foundation Degree Nursing Associate Apprenticeship  
 MA Social Work  
 MPhysiotherapy Sport and Exercise Medicine (4 year)  
 MPharm Pharmacy (4 year)  
 MPharm Pharmacy (5 year)  
 MSc Midwifery Studies (3 year)  
 MSc Physician Associate Studies  
 Postgraduate Diploma Physician Associate Studies  
 Return to Practice for Health Care Professionals

#### **Appendix 4: Programmes for which interviews form part of the selection process**

Foundation Course in Clinical Science/Medicine  
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 Adult (3 year)  
BSc Nursing Adult (3 year) (Harrogate and District NHS Trust)  
BSc Nursing Adult (3 year) (Mid Yorkshire Hospitals)  
BSc Nursing Child (3 year)  
BSc Nursing Mental Health (3 year)  
BSc Occupational Therapy (3 year)  
BSc Paramedic Science (4 year)  
BSc Physiotherapy (3 year)  
MPharm Pharmacy (4 year)  
MPharm Pharmacy (5 year)  
MPhysiotherapy Sport and Exercise Medicine (4 year)  
Return to Practice for Health Care Professionals  
MA Social Work (2 year)  
Master of Business Administration  
MSc Midwifery Studies (3 year)  
MSc Physician Associate Studies  
Postgraduate Diploma Physician Associate Studies  
Doctor of Business Administration

#### **Appendix 5: Programmes for which Occupational Health Screening is required**

BSc Diagnostic Radiography (3 year)  
BSc Midwifery Studies (3 year)  
BSc Nursing Adult (3 year)  
BSc Nursing Adult (3 year) (Harrogate and District NHS Trust)  
BSc Nursing Adult (3 year) (Mid Yorkshire Hospitals)  
BSc Nursing Child (3 year)  
BSc Nursing Mental Health (3 year)  
BSc Occupational Therapy (3 year)  
BSc Paramedic Science (4 year)  
BSc Physiotherapy (3 year)  
MPharm Pharmacy (4 year)  
MPharm Pharmacy (5 year)  
MPhysiotherapy Sport and Exercise Medicine (4 year)  
Return to Practice for Health Care Professionals  
MSc Midwifery Studies (3 year)

**Appendix 6: List of convictions to be declared after an offer to study on a programme has been made**

Offences involving any kind of violence;  
Offences concerning the intention to harm or resulting in actual bodily harm;  
The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;  
Offences involving firearms;  
Arson;  
Fraud;  
Offences listed in the Sexual Offences Act 2003; and  
Offences listed in the Terrorism Act 2006

Further advice on different categories of criminal offences can be found here:  
<https://www.cps.gov.uk/crime-info>