



STUDENT CONTRACT

INTRODUCTION

- 1.1 This contract represents an agreement between The University of Buckingham ("the 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) the Offer letter (the "Offer")
 - (b) the Student Contract (the "Contract");
 - (c) the University's regulations, policies and procedures as published from time to time (collectively, the "Regulations"); and
 - (d) any faculty, school or course-specific regulations, policies and procedures as published from time to time (collectively, also part of the "Regulations").
- 1.3 If you have any questions about the Contract, please contact admissions@buckingham.ac.uk.

APPLICATIONS AND OFFERS

- 2.1 It is your responsibility to ensure that all of the information you provide to the University and, where applicable, the Home Office is true and accurate.
- 2.2 Where it is determined by the University that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the University reserves the right to withdraw or amend your Offer, or terminate your registration with the University, according to the circumstances.
- 2.3 The Offer the University makes to you will be conditional or unconditional. Where your Offer is conditional, the University will set out both the conditions and the date by which you will need to fulfil them in order to be admitted onto your chosen course.
- 2.4 Where you have not fulfilled the conditions of your Offer before the date notified to you in your Offer letter (or any other date notified to you), the University reserves the right to withdraw your Offer.
- 2.5 You will need to provide satisfactory evidence that your academic qualifications and/or employment history are appropriate to enable you to undertake your proposed course of study either prior to or at registration. Where you fail to provide such evidence, the University reserves the right to withdraw your Offer, or terminate your registration with the University, according to the circumstances.



ADMISSION AND REGISTRATION

- 3.1 Your admission to the University and right to enjoy any of the privileges associated with membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract.
- 3.2 If you do not enrol and register prior to the start date of your course, the University reserves the right to refuse to register you unless prior permission for late registration has been given by the relevant Dean in accordance with the applicable Regulations. Students who are not enrolled and registered are not entitled to attend classes or to participate in assessments for any modules.
- 3.3 In order to register with the University, you must have attained eighteen years of age at the point of registration.
- 3.4 In order to register with the University, you must complete the Student Declaration and any required faculty, school or course-level documentation in addition to satisfying the University that you are fit to study and have the requisite financial clearance.
- 3.5 At registration you will be issued a u-Card which is personal to you. It is a disciplinary offence for you to lend your u-Card or borrow another student's u-Card. Your u-Card remains the property of the University and will be immediately invalidated should your registration with the University cease.

FEES AND FINANCE

- 4.1 The financial terms of this agreement are to be found in The University of Buckingham's Fees Policy. By accepting this Contract, you are confirming your acceptance of these terms. A copy of the Student Fees Policy is available on the University's website here: <https://www.buckingham.ac.uk/admissions/admissions-policies-and-documents/>

IMMIGRATION

- 5.1 Where applicable, you must ensure that you comply with all the conditions of your immigration status and act in accordance with the applicable Regulations.
- 5.2 You will need to provide satisfactory evidence that your residency and/or immigration status is valid to enable you to undertake your proposed course of study either prior to or at the point of registration. In the event that you fail to provide such evidence, the University reserves the right to withdraw your Offer, or terminate your registration with the University, according to the circumstances.
- 5.3 The University is required by law to withdraw sponsorship of any 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 3 above;



- (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; and/or
 - (g) you successfully completing your course of study in a shorter period than originally planned.
- 5.4 If you choose to interrupt or withdraw from your studies or if your registration is suspended or terminated by the University, this will affect the validity of any student visa and your ability to enter and remain in the United Kingdom.
- 5.5 If your visa is revoked for any reason, the University will terminate your registration forthwith.
- 5.6 On occasion, the University will need to contact the Home Office to clarify the details of outstanding visa applications and/or previous immigration histories. By accepting the Contract, you consent to the University contacting the Home Office on your behalf and the Home Office sharing your personal information with the University. You further consent to the University sharing your personal information with the Home Office for visa purposes as required.

BEHAVIOUR

- 6.1 As a student at the University, you will be expected to maintain a reasonable standard of behaviour which shows respect for the property, comfort and privacy of others and is not harmful to the work, good order or good name of the University.
- 6.2 Students not in good standing with the University cannot be considered for any University roles, whether employed or elected. For the avoidance of doubt, good standing shall include but not be limited to academic, financial and disciplinary good standing.
- 6.3 If you do not act in accordance with the Contract, or if you do not meet the expectations of behaviour set out in the applicable Regulations, the University may take disciplinary action against you. One of the possible outcomes of such an action is that your registration with the University may be suspended or terminated with the impact that 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.
- 6.4 Any suspension or termination will be subject to your right of appeal, and in the event that all internal procedures have been concluded, to the Office of the Independent Adjudicator for Higher Education (www.oiahe.org.uk).

DISABILITIES AND ADDITIONAL NEEDS

- 7.1 The University encourages you to declare any disabilities or additional needs at the earliest opportunity so that the University can seek to support you in accordance with the applicable Regulations.



- 7.2 Should you choose not to disclose any disabilities or additional needs, 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 educational provision or services available.
- 7.3 Where you have made full disclosure of any disabilities or additional needs you have, and the University is unable to make reasonable adjustments to fully accommodate them, you have the right to interrupt or withdraw from your studies without financial penalty.

EDUCATIONAL PROVISION

- 8.1 The University commits to:
- (a) delivering your course¹ with reasonable care and skill; and
 - (b) clearly explaining the academic requirements of your course to you.
- 8.2 You must use every effort to fulfil all the academic requirements of your course, including timely submission of assessed work, attendance at / participation in lectures, tutorials, seminars and any other teaching sessions provided by the University as well as attendance at / participation in any required examinations.
- 8.3 Except where otherwise clearly indicated, you shall be assessed on the basis of your own unassisted and unaided work in accordance with the applicable Regulations.
- 8.4 The University reserves the right to suspend or terminate your registration if you wilfully and/or 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. For the avoidance of doubt, progression within your course and the issuing by the University of any final award are not guaranteed and are dependent upon your academic performance in accordance with the applicable Regulations.
- 8.5 As part of the University's aim to continually improve its course offerings, elements of your course(s) may be changed:
- (a) to improve the quality of educational provision;
 - (b) to meet the latest requirements of any regulatory, professional, statutory or accrediting body;
 - (c) to respond to student and/or external examiner feedback;
 - (d) in response to developments in your field of study;
 - (e) due to changes in resources and staffing arrangements; and/or
 - (f) due to changes in student demand.

¹ For the avoidance of doubt, "course" shall refer to any programme, module, unit, research project or other form of curriculum construct whether delivered face-to-face, online, by means of work-based learning or any combination of these, whether assessed or not and/or whether leading to a higher education or other award or not.



- 8.6 Changes to your course(s) may be made in accordance with the applicable Regulations and students will be informed of these as soon as is practicable, normally no later than the date at which the timetable for said courses(s) is confirmed.
- 8.7 Changes as a result of circumstances outside of the University's control (including, for example: the sudden departure, illness or death of a key member of staff) may be approved by the relevant Dean in accordance with the applicable Regulations; in such cases you will be informed as soon as is practicable.
- 8.8 Where there is insufficient student interest, some optional courses may be suspended or withdrawn by the relevant Dean in accordance with the Regulations; in such cases, the University will advise you as soon as possible and help you to choose an alternative course(s).
- 8.9 In exceptional circumstances, the University may need to discontinue or significantly redesign your course(s) for reasons of financial or academic viability. Where this is the case, the University will endeavour wherever possible to enable you to complete your course(s) during a "teaching out" period. 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

- 9.1 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.

COMPLAINTS AND APPEALS

- 10.1 As an applicant, you should utilise the University's Admissions Complaints and Appeals Procedure. Applicants do not have further recourse to the Office of the Independent Adjudicator for Higher Education (www.oiahe.org.uk).
- 10.2 As a registered student, you should utilise the University's Student Complaints, Academic Appeals or such other Regulations applicable to the circumstances as are published from time to time.
- 10.3 Should the University determine, following your successful complaint, appeal or similar outcome, that compensation and/or a refund is payable, any amount will be in line with the remedies prescribed by the Office of the Independent Adjudicator as published at



<https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/OIAHE>.

- 10.4 Should you remain dissatisfied at the conclusion of these procedures, you have the right to complain to the Office of the Independent Adjudicator for Higher Education (www.oiahe.org.uk).

CANCELLATION

- 11.1 You may cancel the Contract:
- (a) prior to registration by emailing the University at admissions@buckingham.ac.uk;
 - or
 - (b) After registration, by emailing registry@buckingham.ac.uk.
- 11.2 If you cancel the Contract, you may still incur financial liability in accordance with The University of Buckingham's Fees Policy.

DATA PROTECTION

- 12.1 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 and accepting your Offer, you consent to the use of your personal information in accordance with these policies.

LIABILITY

- 13.1 While the University takes all reasonable care to ensure the safety and security of its students while they are on the University's premises (whether permanent or temporary campuses or specially-procured venues and/or facilities), 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 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; these events include, but are not limited to: Acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), water or power outages, pandemics, fire, flood, storm and national emergencies ("**Force Majeure**"). Where the University is subject to Force Majeure, 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 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.

GENERAL

- 14.1 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 the terms and conditions set out in the Contract, you also agree to abide by any relevant professional body's terms and conditions.
- 14.2 You are aware that changes to the University Rules and Regulations will be published by being sent to your University email address, displayed upon the appropriate University departmental notice board or published on the University website.
- 14.3 University activities such as ceremonies, open days, lectures and tutorials are sometimes recorded and/or photographed. Your image may be captured at these activities.
- 14.4 The terms of the Contract shall only be enforceable by you and the University.
- 14.5 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.
- 14.6 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.
- 14.7 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.
- 14.8 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.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF BUCKINGHAM





Christopher Payne

Registrar & Chief Administrative Officer

ACCEPTANCE

SECTION 1: ABOUT YOU

MR/MRS/MISS/MS/OTHER:	APPLICATION NUMBER:
FULL NAME: (as it appears on your passport)	
COURSE:	
PASSPORT NUMBER:	EXPIRY DATE:
START DATE:	YEAR:

SECTION 2: IMPORTANT INFORMATION

I am aware that, unless I opt out by informing registry@buckingham.ac.uk, the University will share concerns about my mental and/or physical health with health professionals and/or my Emergency Contact(s) when it reasonably considers this to be in my best interest.

I am aware that the University may at times require information from the Home Office for visa purposes and agree to the Home Office sharing my personal information with the University for this purpose.

I am aware that the University will process my personal data in accordance with the University's Data Protection Policy and Privacy Notice, published at: <https://www.buckingham.ac.uk/about/policies/data-protection>

I am aware that changes to the University Rules and Regulations will be published by being sent to my University email address, displayed upon the appropriate University departmental notice board and/or published on the University website.

I understand that I will be provided with a University e-mail address and that I am expected to check this regularly.

SECTION 3: CONSENTS

I agree to videos and photographs taken at University activities which contain my personal image being used in promotional material for the University. Verbal consent will also be



obtained at the time of the activity: you may opt out by notifying the photographer/videographer.

- Yes
- No

I agree to videos and group photos taken at University activities which contain my personal image being made available to all students for purchase.

- Yes
- No

SECTION 4: FEES

- Me entirely (go to part 3.1)
- Me and Student Loans Company
- Sponsor (other person/organisation paying your fees)
- Sponsor and Student Loans Company

Sponsor details:

<u>MR/MRS/MISS/MS/OTHER:</u>	-
<u>SURNAME/FAMILY NAME:</u>	-
<u>FORENAMES (in full):</u>	-
<u>ADDRESS:</u>	-
<u>OFFICE PHONE:</u>	-
<u>HOME PHONE:</u>	-
<u>RELATIONSHIP TO STUDENT (i.e.: parent, guardian, organisation):</u>	-
<u>EMAIL ADDRESS:</u>	-

SECTION 5: DECLARATION

I/We (delete as applicable) agree to pay all fees applicable as due to the University of Buckingham in connection with the above-named student.

I/We (delete as applicable) understand that this agreement is governed by the University's regulations concerning payment terms and the disclosure of information, and that by signing this acceptance statement I am/we are entering into a legally binding commitment.

By signing this document, I am accepting the offer of study and acknowledge that I have read, understood and accept the terms and conditions in the Offer letter and in this Contract.

<u>STUDENT SIGNATURE:</u>
<u>DATE:</u>



SPONSOR SIGNATURE:

DATE:

Please scan and e-mail the completed form to admissions@buckingham.ac.uk or post it to:
THE ADMISSIONS OFFICE
THE UNIVERSITY OF BUCKINGHAM
MK18 1EG
UNITED KINGDOM