

Student Agreement 2023/24



Introduction

To read this agreement on our website, including an accessible version, please visit www.bournemouth.ac.uk/student-agreement-2023

We know that you are given a lot of information when you are starting university.

We have decided to put the information about policies, procedures and other important information in one agreement to help you find them.

Some of these things may not seem very important at the moment, but you need to know that they are there, and to be able to find them easily later if you need to. For example, we explain what happens if we have to change something about your course and what will happen if something goes wrong. We explain how you can complain and how you can pay your fees. We also explain our expectations of you as a student.

Please read through this agreement and keep it safe so that you can look at it later.

This student agreement forms the basis of the contractual relationship between you and us. It is important that you read this agreement before applying to BU, accepting an offer or registering with us. This agreement explains how we will manage changes to the information that we have given to you, including to this student agreement.

If you are a postgraduate student undertaking a research degree, there are separate terms that relate specifically to your research and your funding at: www.bournemouth.ac.uk/important-information

If you are an apprentice studying an apprenticeship programme funded by the Education and Skills Funding Agency, this student agreement sits alongside the Commitment Statement or Training Plan that you agree with your employer and BU before you commence your studies at BU. Where appropriate, we refer specifically to apprentices, otherwise, for the purposes of this student agreement and BU's rules, regulations, policies, procedures and codes of practice, references to students includes apprentices.

You may also have other contractual arrangements with other organisations, such as a sponsor or funder, the NHS if you are on a healthcare professional course, the Student Loans Company, accommodation providers or others. You must make sure that you understand these separate arrangements.

Registered students of BU become members of the Students' Union but you have a right to opt out of membership. If you do not wish to be a member of the Students' Union, you should opt out of membership when you register online or email the President of the Students' Union. For more information, see www.subu.org.uk

If you are studying at one of our Partner Colleges, not only will you have access to all the facilities on your college campus, there may also be resources available from BU to support your studies. This will depend on the course you are studying and how BU supports it. The main student agreement is between you and the Partner College. However, some of BU's procedures, such as complaints and academic offences, will apply to you. You may be required to follow the Partner College's procedure before you can escalate the issue at BU. We have noted this where it is relevant.



If you are not quite sure how any of this works please talk to us. Call AskBU on **+44 (0)1202 969696**, or email askbu@bournemouth.ac.uk. We want to help and we are really looking forward to seeing you at BU.

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Section 1

Terms for applicants

This section includes the terms that are relevant to the application and admissions process. Section 6 (Liability, ending the agreement and general provisions) applies to applicants as well as offer holders and registered students. All the other sections of this student agreement will apply to you if we make you an offer, and you should read them if you are considering applying or accepting an offer.

1. Admissions

1.1 The application procedure you need to follow will depend on the level of course you are applying for.

- For undergraduate courses, you will usually need to apply via the Universities and Colleges Admissions Service (UCAS: see www.ucas.ac.uk)
- Applicants for postgraduate taught degree courses will usually need to apply via BU's online admissions system
- Applicants for postgraduate research degrees need to apply via BU's Doctoral College online admissions system
- Applications for apprenticeships must be made via an employer. Prospective apprentices should either be employed and have the support of their employer, or have made an application to an apprenticeship vacancy
- For incoming exchange students the applications procedure is set out on the applying for an exchange webpage on our website (www.bournemouth.ac.uk/applying-exchange-bu)

More information is available on our website: www.bournemouth.ac.uk/information-applicants

1.2 Applicants must demonstrate a set of skills required to fulfil the demands of the BU course. These are listed in our entry requirements and published on our website, in our prospectus and in our admissions policies (www.bournemouth.ac.uk/important-information, under Admissions). There may be an interview, a portfolio review or selection tests before we can make you an offer and we may ask for references at this stage.

1.3 BU considers all applications on equal merit using transparent academic and non-academic entry requirements to support judgements made during the selection process.

1.4 If you have not provided up to date, accurate or complete information, we may not be able to consider your application. If missing information would have affected our decision, or we believe your application is misleading

or fraudulent, we may withdraw or change an offer. We will tell you if we do this and you can appeal. For more information please see the Fraudulent Applications section within the Admissions Policy: Taught Programmes (excluding apprenticeships) and within the Admissions Policy: Apprenticeships on our website (www.bournemouth.ac.uk/important-information, under Admissions).

1.5 If you have accepted an offer of a place, we will ask you to tell us about any disabilities, medical conditions or other support needs you have which may be relevant to your programme of study or life at BU. The information you provide will be used by the University to assess how a condition, disability or support need might affect your participation in your chosen course or other aspects of life at BU (including any risks to your health and safety and that of others) and to put agreed adjustments and support in place where possible. See our Admissions Policy and Procedure for Applicants with a Disability, Medical Condition or Other Support Need on our website (www.bournemouth.ac.uk/important-information, under Admissions).

1.6 If you have a disability or need additional learning support please contact us as soon as possible so that we can explore the support available to you and discuss reasonable adjustments that can be put in place to enable you to access your learning (www.bournemouth.ac.uk/als). If you are enrolled on a standard non-apprenticeship degree programme, funded one-to-one support is available through the Disabled Students Allowance (DSA) following an assessment of need. Apprentices may receive funding for one-to-one support via the Education and Skills Funding Agency (ESFA) or Access to Work. Assessments not already in place can be arranged through our Additional Learning Support (ALS) Service, which you will have to pay for (means tested financial support is available) unless you are on an ESFA funded apprenticeship programme. If you are not a UK based student, you will not be eligible for DSA support but

can still access our ALS Service. If you are an exchange student, please talk to your home institution about potential funding sources you can apply for, for example through the Erasmus+ programme.

1.7 We may make you an offer for a different course, or pass your application to one of our Partner Colleges to consider, if we believe that a different course would be more suitable for you. We will let you know if we do this.

1.8 We use contextual data in addition to your academic achievement to assess your eligibility for our AccessBU scheme (see www.bournemouth.ac.uk/accessbu). To be eligible for the scheme, applicants must either:

(a) Fall into one or more of the automatically assessed categories listed on the AccessBU website (see the Eligibility section at www.bournemouth.ac.uk/accessbu), or

(b) Submit an AccessBU application and supporting evidence to demonstrate that your personal circumstances have had a negative impact on your post-16 studies or performance at GCSE level.

If we decide that you are eligible for the scheme, you may receive a reduced offer for your chosen course.

2. Offers

2.1 An offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions in the offer letter. You will only be able to take up your place if you meet the academic conditions and non-academic requirements for admission. We will only offer you an unconditional offer if you already have your grades when you apply to BU. You will still be required to meet the non-academic requirements for admission. Examples of non-academic requirements include:

- An Enhanced Disclosure and Barring Service (DBS) check (see paragraph 3.2 for more information about this check)
- Declaration of certain relevant criminal convictions
- An Occupational Health check
- The requirements of a professional body or regulator
- An academic and / or professional reference.

2.2 All applicants are required to provide photographic ID and original copies of qualifications at enrolment, except where qualifications are received directly from the awarding body. If your qualifications are not in English, official translations of these certificates will need to be provided.

2.3 When you accept your offer, you will agree to this student agreement. If you do not meet all of your academic conditions or non-academic requirements, please contact us to discuss your options.

2.4 You may need to pay a deposit when you accept an offer. We will not always refund the deposit if you do not take up your place. There are more details in our Fees Policy (www.bournemouth.ac.uk/important-information, under Finance).

2.5 You will not be able to take up your offer and start your course if you are not in a position to start attending classes in person at the University by the required date. This will be the course start date in your offer letter unless we agree a later start deadline with you in advance.

2.6 If you require a visa to study in the UK, you need to comply with its requirements. You will not be able to

enrol on a course without a valid visa. If you are on an ESFA funded apprenticeship programme, you do not require a Student visa, however you must have the right to work in the UK and meet ESFA residency requirements. There are also restrictions on placements for international students (see paragraph 12.2). If you put your studies on hold, are suspended or withdrawn from your course or your visa expires, we will report this to the Home Office. Your visa will be curtailed and we will be unable to re-enrol you until this matter is resolved (see paragraph 31.8).

For more information, see www.bournemouth.ac.uk/student/help, under International Students. If you are an exchange student, see the UK Border Entry Information section in the Information for Incoming Exchange Students Guide on our website (www.bournemouth.ac.uk/incoming-exchange-students).

3. Specific requirements for regulated professions courses

3.1 If you have applied for a regulated professions course, i.e. a health or social care or sports therapy course regulated by a professional body, your course will include compulsory requirements relating to practice placements. You will need to pass an Occupational Health check if you are joining a health or social care regulated course. Your place upon the programme remains subject to you continuing to meet Occupational Health requirements and attending Occupational Health and immunisation appointments.

- As part of the Occupational Health check, you will need to be tested for certain diseases as required by UK Department of Health and Social Care guidance. There is further information in the non-academic entry requirements section of the relevant course information on our website (www.bournemouth.ac.uk/courses).

As an alternative, you may be able to provide a record of immunity status for these diseases.

- You will need to obtain details of your past immunisation records from your doctor and you may need to pay for immunisations before you can start the course
- If you refuse the required immunisations, or cannot be immunised for medical reasons, or do not attend your immunisation appointments, you will not be allowed to attend practice placements and we will withdraw you from your course. You cannot appeal against the immunisation requirements as they are a condition of entry to the programme
- Attendance at Occupation Health appointments is a priority. You must attend the appointments you are given. If you miss more than two appointments without evidencing exceptional circumstances, no further appointments will be made for you and you will not be allowed to attend practice placements. You may be charged for missed appointments.

3.2 We will also need to check your criminal record. We ask you to tell us about any matters on your record that would be disclosed under an Enhanced Disclosure and Barring Service (DBS) check. If you are/have been resident in the UK, you must have applied for your DBS check and had your supporting documentation verified before you can start your course. There is a charge for the DBS check, we will send you information about this

with your offer. If you do not provide a DBS certificate you will not be allowed to attend practice placements and we will withdraw you from your course. If you have never been resident in the UK, you must provide a police check from your home country before you start your course. If there are matters on your criminal record of a type shown by an Enhanced DBS check, we will ask you to provide further information and will need to consider whether this affects your non-academic suitability for the course. Our Disclosure Panel will consider this under our Admissions Policy and Procedure for Applicants with a Criminal Record (www.bournemouth.ac.uk/important-information, under Admissions).

3.3 There is more information about compulsory integrated practice learning placement periods in the course information on our website (www.bournemouth.ac.uk/courses). We will also send you information with your offer. Placements are arranged with placement providers and will be split over several placement providers and locations. You may have to travel some distance from Bournemouth to reach your placement and you may therefore need to find short-term secondary accommodation for your time in placement. For some healthcare professional courses, NHS Student Services may be available to help with associated costs via the Learning Support Fund: www.nhsbsa.nhs.uk/learning-support-fund. Please note that this is not available for students on an Education and Skills Funding Agency (ESFA) funded apprenticeship programme or for international students. See paragraph 12 for more information about placements.

4. Cancelling after you accept your offer but before starting your course

4.1 You have the right to change your mind and withdraw from your student agreement without giving a reason within 14 days of accepting your offer from us. If you want to withdraw during this 14-day cancellation period, you must contact us, our email address is futurestudents@bournemouth.ac.uk. You can tell us that you want to withdraw by email, letter, or by sending a cancellation form. You can use our model cancellation form (see www.bournemouth.ac.uk/important-information, under Finance). Alternatively if you are applying for an undergraduate course you may contact UCAS directly.

4.2 If you paid a deposit when you accepted an offer, and you withdraw within 14 days of accepting the offer from us, we will refund that deposit in full. If you wish to claim a refund, you must complete a refund claim form. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

4.3 If you would like to defer your entry, please complete our **online form**. You should be aware that tuition and accommodation fees are subject to change, which means fees may increase. Your eligibility for BU scholarships and bursaries may also change. If you want to defer for more than one intake we may ask you to re-apply. If you have paid a deposit we will not refund it - whether deferral is for one or more intake – unless you cancel within 14 days of accepting the offer for the deferred entry. See paragraph 24.4 for more information about refunds if you postpone your start.

5. Cancellation and withdrawal at the start of your course

5.1 When you complete your registration you agree that this agreement will apply to you immediately. As well as the cancellation right in paragraph 4, you have the right to withdraw from your course before you register and within 14 days after the course start date.

5.2 If you want to withdraw, you must contact us using the details at the top of your offer letter. You do not have to give a reason. You can tell us that you want to withdraw by email, letter, or by sending a cancellation form. You can use the model cancellation form (see www.bournemouth.ac.uk/important-information, under Finance), but you do not have to use this form.

5.3 If you are not able to start attending classes in person at BU by the course start date in your offer letter or any later start deadline notified to you, we will cancel your registration. You will not be able to complete your enrolment and start your studies, even if you have completed all or part of our registration process and accepted this agreement.

5.4 If we cancel your registration under section 5.3 or if you withdraw yourself within 14 days after the course start date, we will refund any fees that you paid on registration. Except as provided in paragraphs 24.2 and 24.3, we will not refund the deposit that you paid when you accepted the offer. If you wish to claim a refund, you will need to complete a refund claim form. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

5.5 You may withdraw from your course or apply to put your studies on hold after the 14-day cancellation period has ended. See paragraph 31 (Ending or suspending the student agreement) for more information. We may not refund all the fees you have paid if you do this and there may be implications for arrangements with the Student Loans Company or other financial support. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption).

6. Changes before you register

6.1 The course information on our website (www.bournemouth.ac.uk/courses) includes a list of the core and optional units that may be available for your course. We do not guarantee that an optional unit will run or be available to all students. Your choice of units may be restricted by limits on timetabling, staffing, facilities, or the number of places on the unit or external circumstances, such as any general public health measures in place.

6.2 The paragraphs below cover changes which BU decides to make for reasons other than Events Outside Our Control (such Events are covered in paragraph 29).

6.3 We may change our admissions requirements for future applications. Once we have published the requirements for a specific intake or academic year, we will only change these in exceptional circumstances.

6.4 It is important that we can update or amend courses. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students.

We formally review our courses periodically under the Programme Approval, Review and Closure: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Course Changes). If we have planned a review for a course, this is noted in the course information on our website (www.bournemouth.ac.uk/courses).

We may also make changes under the Programme and Unit Modifications: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Course Changes). These changes will not affect the nature, focus or purpose of the course.

6.5 We will normally make changes only if the overall effect of the change is either neutral or advantageous to potential students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or other resources. We will seek to minimise the impact of the changes on offer holders and any negative impact on student experience. Please also note paragraph 29 (Events outside our control).

6.6 If you have applied for a course, we will contact you if we make material changes to the course information on our website (www.bournemouth.ac.uk/courses) or to other information we have given to you, including this student agreement.

If a material change, that was not required because of an Event Outside Our Control, causes you exceptional hardship, we will consider whether it is appropriate to take further steps to reduce the adverse effects for you. There may be limits or conditions on any offer that we make to you.

If we withdraw or defer a course that you have applied to, we will make you a reasonable offer of alternative arrangements. For example, we may offer a suitable replacement course or a refund of fees and your deposit if you and/or your sponsor have paid one. There may be limits or conditions on the offer. Please see our Student Protection Plan and Refund and Compensation Policy for more information (www.bournemouth.ac.uk/important-information).

7. Admissions appeals

7.1 If you want to appeal an admissions decision, you should follow the procedure set out in the Admissions Appeals and Complaints Policy and Procedure (www.bournemouth.ac.uk/important-information, under Admissions). Applicants wishing to submit an admissions appeal should do so via the website at www.bournemouth.ac.uk/contact within ten working days of notification of the University's decision. You can only appeal if there is evidence that the University has failed to comply with its policies and procedures or if relevant new information relating to your application is available.

7.2 If you would like another person to support or represent you (not normally a legal professional) in relation to an admissions appeal, you will need to provide clear evidence of their authority to be involved and explain whether they are authorised to make representations and take decisions on your behalf.

7.3 If you have applied to a Partner College for a course validated by BU, you will need to appeal to the Partner College. Please contact us if you are not sure

(call Future Students on **+44 (0)1202 961916**, or email futurestudents@bournemouth.ac.uk).

7.4 We will aim to write to you with our response within ten working days. If you are not satisfied with this response, you may ask for a review by emailing appeals@bournemouth.ac.uk within ten working days. We will aim to respond with the outcome of the review within 20 working days. If there is a delay, we will tell you and keep you informed of progress. Our decision following the review is final and there can be no further appeals.

8. Admissions complaints

8.1 If you want to complain about our recruitment, selection or admissions process, you should do so via the website at www.bournemouth.ac.uk/contact within one month of the matter you are complaining about. We will only consider a complaint that you make later than this in exceptional circumstances. If you have applied to a Partner College for a course validated by BU, you will need to complain to the Partner College. Please contact us if you are not sure (call Future Students on **+44 (0)1202 961916**, or email futurestudents@bournemouth.ac.uk).

8.2 We will aim to respond within ten working days of receiving the complaint. If you are not satisfied with the outcome, you may ask for a review by emailing appeals@bournemouth.ac.uk within ten working days of the date of the response. You must provide copies of all information relevant to your complaint and the outcome you want.

8.3 We will consider whether your complaint is within the scope of the policy. If the complaint is not within the scope of the policy, we will write to you and give you the reasons. If your complaint is within the scope of the policy, we will attempt to resolve it. See the Admissions Appeals and Complaints Policy and Procedure (www.bournemouth.ac.uk/important-information, under Admissions) for more information.

8.4 If you would like another person to support or represent you (not normally a legal professional) in relation to an admissions complaint, you will need to provide clear evidence of their authority to be involved and explain whether they are authorised to make representations and take decisions on your behalf.

8.5 We will normally write to you with our response within 20 working days as long as you gave us all the necessary information. If there is a delay for any reason, we will tell you and keep you informed of progress. Our decision following this review is final and there can be no further appeal except in circumstances set out in paragraph 8.6 below.

8.6 Complaint to the Office of the Independent Adjudicator (OIA): A request to the OIA to review an admissions appeal or complaint can be made by a former student of BU who is applying for re-admission, and the appeal or complaint is directly connected to their time as a student. More information about making an appeal or complaint to the OIA, what it can and can't look at and what it can do to put things right if something has gone wrong is available here: www.oiahe.org.uk/students.

Section 2

General terms for current students



This section includes general terms that apply to BU registered students. Sections 3, 4, 5 and 6 of this student agreement also apply to BU registered students, including students studying BU franchised programmes at Partner Colleges.

9. BU and student obligations

- 9.1 When you start your studies at BU, you will become part of a diverse community of students and staff from a wide range of backgrounds. We are committed to developing an inclusive environment, where all who study and work at BU are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background and we expect all students to behave in a manner that supports this. Bullying, harassment or victimisation of any sort, including through social media, will not be tolerated and allegations of this nature will be considered under the Student Disciplinary Procedure (see paragraph 18). If you wish to discuss any equality matters please contact AskBU at askbu@bournemouth.ac.uk or find out more about the BU commitment by visiting www.bournemouth.ac.uk/about/professional-services/equality-diversity.
- 9.2 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from BU.
- 9.3 If you are undertaking a research degree, you must comply with the Code of Practice for Research Degrees and the Research Ethics Code of Practice Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Research). Breaches of these Codes may result in action under the Academic Offences Policy and Procedure for Taught Awards or the Research Misconduct: Policy and Procedure. See paragraphs 20 and 21 for more information about academic offences and research misconduct.
- 9.4 If you are processing personal data (data relating to identifiable living individuals) for the purposes of research or learning you must use this data only for the purposes of that activity. You must follow instructions or procedures notified to you by BU staff and relevant requirements of the documents referred to in paragraph 9.3. You must store the data securely and not share it without permission. This applies to any use, storage, sharing or other action you take in relation to personal data. It is your responsibility to be aware of relevant requirements and restrictions in relation to any personal data you are processing. If you are deciding the scope of your own research, e.g. as a postgraduate researcher, you have a particular responsibility to ensure that data protection compliance is taken into account in the planning and execution of your research and to seek advice and support from BU if necessary.
- 9.5 **International Student visa holders:** If you are studying at BU on a Student visa where BU has sponsored you through issuance of a CAS, you need to ensure that you remain compliant with the conditions of your visa at all times. Any breach of the conditions of your visa are extremely serious and will be dealt with under the student disciplinary policy. BU are obliged to report any suspected breaches of visa conditions to the UKVI under the terms of our sponsorship licence which could lead to cancellation of your visa and suspension from your studies. Please ensure that you read the immigration handbook (see www.bournemouth.ac.uk/important-information, under International students).

10. Health, safety and security

- 10.1 BU has a wealth of support for your wellbeing and further information (including how to register with a local GP and the location of the campus medical centre) can be found on our website www.bournemouth.ac.uk/students/health-wellbeing.
- If you need further advice on where to go to for help please contact AskBU (askbu@bournemouth.ac.uk) who will be able to signpost you to the right service and advise on how to access it.
- 10.2 You must report any accident, incident or near-miss you are involved in on campus via our 'Online Accident & Incident Reporting Tool' (www.bournemouth.ac.uk/student/accident-report). You must tell your Faculty as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. If you have a serious contagious disease you should tell us as soon as possible and not attend until you have been told that it is safe to return. See www.bournemouth.ac.uk/student/contagious-diseases for more information.
- 10.3 We take additional steps as appropriate to safeguard students who are potentially vulnerable, such as those under 18, students with disabilities and new and expectant mothers. More information about relevant policies is available at: www.bournemouth.ac.uk/students/help-advice/important-information/safeguarding-vulnerable-groups
- 10.4 Guidance about support for sexual assault, harassment, hate crime or incident, and how to report this, is available at www.bournemouth.ac.uk/students/help-advice/safety-personal-security/sexual-assault-harassment-prevention-support
- 10.5 You must comply with any instructions given by BU about health and safety and fire safety (for more information see www.bournemouth.ac.uk/student/personal-safety). In particular, you must:
- Follow the Fire Evacuation procedures including evacuating a building promptly on hearing the fire alarm, and obeying instructions given by staff
 - Alert a member of BU staff as early as possible if you are unable to follow Fire Evacuation procedures (either on a temporary or permanent basis) – you will be supported to complete a Personal Emergency Evacuation Plan
 - Not tamper with, move or cover any fire equipment including: extinguishers, smoke/heat sensors and alarms. Tampering with, or removing, fire and health & safety equipment is breaking the law, and will attract a financial penalty and under certain circumstances can lead to criminal prosecution. This includes unlawfully setting off alarms and extinguishers, covering or tampering with smoke/heat detectors and propping open fire doors without prior approval from a BU staff member
 - Wear suitable overalls, ear/eye protection or protective clothing as directed by staff

- Comply with any measures BU has determined to be necessary to appropriately manage risks associated with any infectious disease and/or fulfil public health guidance, such as any requirements regarding physical distancing or personal hygiene
- Ensure that a risk assessment is carried out where it is relevant to your activities and ensure that you comply with all control measures required under the assessment.

- 10.6 You must not smoke or use electronic cigarettes or vaping devices in BU buildings, at entrances to our buildings or within five metres of our buildings. You must not smoke or vape in any vehicles owned, hired or operated by or on behalf of BU. You also must not smoke or use electronic cigarettes or vaping devices in any public area that is substantially enclosed (including any areas covered by canopies and the bus shelters).
- 10.7 Please be aware of security at all times. If you become aware of an intruder at BU, or someone acting in a suspicious manner, you should report the matter immediately either directly to our Estates Security staff, or via our emergency number **(+44 (0)1202 962222)** if calling from your mobile/external phone, 222 if calling from an internal BU phone). Security incidents (including theft etc.), should also be reported via our 'Online Accident & Incident Reporting Tool' (www.bournemouth.ac.uk/student/accident-report).
- 10.8 You are responsible for and must look after any equipment or property that we allocate to you or authorise you to use. You may need to pay for repair or replacement if items are damaged, lost or stolen. We will give you further information when we provide equipment.
- 10.9 We reserve the right to question and/or search you or to examine any articles in your possession if there is good cause to do so.
- 10.10 All vehicle users (including e-vehicles, e-scooters and cyclists) at BU must comply with traffic signs and notices and with instructions. We have rules for car parks and cycle facilities (see Parking Terms & Conditions: www.bournemouth.ac.uk/students/services-campus/parking). To ensure that campuses remain safe for all users, bikes, scooters, skateboards and other micro-mobility vehicles are not to be used on shared pedestrian pathways. Please observe signage on campus advising where students should dismount. For more information, see the Travel & Transport webpages: www.bournemouth.ac.uk/about/sustainability/travel-transport.
- 10.11 We may take action under the Student Disciplinary Procedure (see paragraph 18) if you do not comply with the above rules on health, safety, fire and security.

11. Services

- 11.1 **Library and learning resources.** All enrolled students are entitled to be members of the Library and must comply with the Library rules and policies: www.bournemouth.ac.uk/student/library-rules. If you do not comply with the Library rules and policies, we may apply sanctions under those documents. We may take action under the Student Disciplinary Procedure (see paragraph 18). See also paragraph 26.7 for more information about sanctions.

When copying copyright materials you must comply with the law. Brief guidance is displayed near each Library photocopier and further information is available at: www.bournemouth.ac.uk/student/copyright.

- 11.2 **Information, computing, and technology.** As authorised users, all students have access to BU computers and telecommunications networks, facilities, resources, and services used or provided by BU, including telephone, wireless and Internet services. We call these our IT resources. Unless other specific rules apply, when using BU's IT resources you must follow BU's Information Security Policy scheme. This means you must comply with the:
- Rest of paragraph 11.2
 - Acceptable Use Policy (www.bournemouth.ac.uk/important-information, under IT)
 - Associated BU IT policies, rules and procedures.

Our IT resources are only available to those we authorise to use them. So, you must not share your BU login and password with anyone, including allowing third parties access to them. To protect our network, you must:

- Not connect any hardware to our physical network, download any software to BU provided hardware, unless you have specific permission from BU IT Services or make unauthorised changes to BU provided/managed hardware device configurations that lessen or disable any security configuration or tooling; and
- Apply security updates and use security tools and measures as required by IT Services and BU Information Security Policy whenever you log into BU systems (whether on a personal or BU device). This will include providing contact details or other information as necessary for authentication or password reset measures.

Further rules or restrictions apply to some of our IT resources and services for licensing or other reasons. For example:

- BU access to the Internet is via the Joint Academic Network (JANET). You must be aware of and comply with the JANET Acceptable Use Policy <https://community.ja.net/library/acceptable-use-policy>
- BU access to the Internet must not be used to buy or sell any goods or services commercially; or to promote your or a third party's business. You may, however promote official BU and SUBU clubs and societies following the Social Media Policy here: (www.bournemouth.ac.uk/important-information, under Conduct and welfare)
- We may have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. If you are intending to use any resources for a purpose not directly required for your study, you must check whether any restrictions apply and comply with any guidance we give you
- If you choose to use BU's Laptop Loan scheme, the rules of that scheme will apply as well as the general rules; and will override anything to the contrary in the general rules
- You must comply with any further reasonable rules or procedures we bring to your attention.

If you do not comply with BU's Information policies (including as set out in paragraph 11.2), we may apply sanctions, and we may stop you accessing resources.



Breaches may also result in action under the Student Disciplinary Procedure (see paragraph 18).

- 11.3 **ID cards:** When you enrol, you will get an ID card. You must carry this card when you are at BU, and show it to authorised representatives of BU if they ask for it. You may need to use the card to use some facilities or services. The card is for your use only. If you lose your card or it is stolen, you must report it to AskBU or to the Library immediately, so that we can block the number to prevent its misuse (call AskBU on **+44 (0)1202 969696**, or email askbu@bournemouth.ac.uk, call the library on **+44 (0)1202 965959** or email LibrarySupport@bournemouth.ac.uk). We will charge you for a replacement card.

12. Placements

- 12.1 **Placements for Health and Social Work.** Students on regulated professional courses can find information about compulsory integrated practice learning placement periods in the course information on our website (www.bournemouth.ac.uk/courses). Students on healthcare professional courses will receive information with your offer.

Healthcare placements are arranged with placement providers in healthcare Trusts and in the private and voluntary sector. Social Work placements are organised by the Practice Learning Advisers in the Programme Team. Placements will be split over several placement providers and locations. See our Placements: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Placements for more information). Healthcare placements take place within a wide range of locations within Dorset, Somerset, Wiltshire and Hampshire, and on occasion outside of these areas in order to provide

the necessary breadth of experience. You may have to travel some distance from Bournemouth to reach your placement and you may therefore need to find short-term secondary accommodation for your time in placement.

For some healthcare professional courses, NHS Student Services may be available to help with associated costs via the Learning Support Fund: www.nhsbsa.nhs.uk/learning-support-fund. Please note this is not available for international students.

If you are allocated to a practice placement locality/area, we will make every effort to ensure you have the majority of your practice experience within that area. However we cannot guarantee this and reserve the right to change it with limited notice should the need arise. A change of placement area cannot be guaranteed even where there are exceptional circumstances, as no alternative placement may be available.

- 12.2 **Placements for other undergraduate students.** All undergraduate, full-time, first degrees will include an opportunity to undertake a placement experience with the exception of ESFA funded apprenticeship programmes, which require the apprentice to be employed. If your course includes a compulsory placement, there is information in the course information on our website (www.bournemouth.ac.uk/courses). You are responsible for finding and applying for placements. Your Faculty will support you with this, see our Placements: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Placements).

If you undertake a sandwich degree, you will have to pay a reduced tuition fee for the academic year that you are on your placement. The fees for the placement year are much lower than normal tuition fees. More information about tuition fees for your course is

in the course information on our website (www.bournemouth.ac.uk/courses) and we send you information with your offer letter. There is more general information about fees and charges and how to pay them in Section 5 (Fees and charges).

If your course includes a compulsory placement and you have not been able to arrange a placement, we may offer you a place on another course for which you are qualified, make changes to the normal syllabus, or require you to defer your course for a year. We will not have any liability to you for the effect of these changes if we need to make them because you have not arranged a placement.

International students must comply with their visa requirements when arranging placements. You must check with us before you arrange a placement and you must comply with reporting and other requirements. There may be restrictions on the hours you can work or the length of your placement. See www.bournemouth.ac.uk/students/help-advice/international-students/immigration-visas, under International Students. If you do not comply with your visa requirements, we will need to report this to the Home Office and withdraw you from your course. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn.

13. Course changes after you register

- 13.1 A list of the core and optional units that may be available for your course is in the course information on our website (www.bournemouth.ac.uk/courses) and in the Student Handbook which will be made available to you when you enrol. We do not guarantee that an optional unit will always run or be available to all students. Your choice of units may be restricted by factors such as limits on timetabling, staffing or facilities, or the number of places on the unit or external circumstances, such as any general public health measures in place.
- 13.2 The paragraphs below cover changes which BU decides to make for reasons other than Events Outside Our Control (such Events are covered in paragraph 29).
- 13.3 It is important that we can update or amend courses. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students.
 - We formally review our courses periodically under the Programme Approval, Review and Closure: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Course Changes)
 - We may also make changes under the Programme and Unit Modifications: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Course Changes). These changes will not alter the nature, focus or purpose of the course
 - We may also need to make changes to other information that we have given to you, including to this student agreement.
- 13.4 We will normally make changes only if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources. We will

seek to minimise the impact of the changes on students and any negative impact on student experience. Please also note paragraph 29 (Events outside our control).

- 13.5 Updates to a course following a formal review or under the modifications procedure will usually apply only to new intakes of students. However, in some circumstances, changes may affect current students. If a proposed change does affect current students, and is a material change to information that we give you when you enrol or to the Code of Practice for Research Degrees, we will consult the affected students under the procedure in paragraph 13.6. Examples of material changes are:
 - A change of award or course title
 - A change in the aims or outcomes of a course
 - A change in the place of delivery
 - A change to the overall programme assessment methods or learning and teaching methods (we will not normally consult students about changes to information that was marked as indicative).
- 13.6 If a proposed material change will affect current students as described in paragraph 13.5, we will inform the affected students and normally we will not implement the change for current students unless we obtain the explicit agreement of more than 50% of the affected students. We will make reasonable efforts to obtain student support for the changes and we will inform the affected students if we implement the changes.
- 13.7 If we make a material change to your course with the support of other students for reasons other than an Event Outside Our Control (see paragraph 29), or we make a material change to information given to you, and in either case you did not agree to the change and it causes you exceptional hardship, we will consider whether it is appropriate to take further steps to reduce the adverse effects for you. There may be limits or conditions on any offer that we make to you.
- 13.8 In some cases, we will review a course because we are considering closing it for future intakes. If we decide to close a course, we will make sure that appropriate arrangements are in place until current students have completed the course. If this is not possible (for example where an interruption of study has caused a delay in a student being able to complete the course) we will make arrangements for the transfer of students to another suitable course. We will manage and maintain academic quality and standards and provide appropriate learning opportunities. Please see our Student Protection Plan and Refund and Compensation Policy for more information (www.bournemouth.ac.uk/important-information).

14. Intellectual property (IP)

- 14.1 We do not automatically take ownership of intellectual property that you create as part of your studies or your research. However, in some circumstances, we will need you to transfer intellectual property to BU or a third party. This will sometimes be necessary before you can participate in a specific project, for example if a third party is funding research or other work.
- 14.2 Teaching and learning materials such as lecture notes, slides, hand-outs, recorded lectures and electronic resources are provided to you only for your own private study purposes. You must not use them for any other purpose, share them with anyone else who is not on your course or make them public (including by uploading

them to an internet site or social media platform) without prior confirmation from us that your proposed use is authorised or permitted by the owner or licensee of the legal rights in the materials.

- 14.3 See the Intellectual Property Policy for more information (www.bournemouth.ac.uk/important-information, under Intellectual Property).

15. Complaints

- 15.1 If you have a complaint about us, please follow the procedure in our Student Complaints: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Complaints).
- 15.2 The Student Complaints: Policy and Procedure applies to complaints about courses, services or facilities provided by BU. It does not apply to matters dealt with separately such as:
 - Academic appeals about examinations or assessments (see paragraph 22 (Academic Appeals))
 - Allegations of harassment by a member of the BU community (see the Student Disciplinary Procedure, www.bournemouth.ac.uk/important-information, under Conduct and Welfare).
- 15.3 If you are studying at a Partner College, you must follow BU's complaints procedures unless you have been notified when you enrol that the Partner College's complaints procedure must be followed in the first instance.
- 15.4 You should raise complaints about BU's policies or procedures through the student representative system (administered by the Students' Union) and through course, Faculty or university committees. You should raise academic matters about the content or delivery of units or courses through Course Representatives or with staff in your Faculty.
- 15.5 It may not be possible to investigate or act on anonymous complaints and we will only do so in exceptional circumstances.
- 15.6 We will not investigate a complaint made on your behalf by a third party unless you have appointed the third party as your representative to manage the complaint on your behalf. Anyone involved in a complaint can be supported or represented by a third party (but not normally a legal adviser) at each stage. See the Third Party Involvement: Procedure (www.bournemouth.ac.uk/important-information, under Complaints) for more information. You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).
- 15.7 The Student Complaints: Policy and Procedure has three stages; early resolution, a formal stage and a review stage. You can only ask for a review once you have completed the formal stage. Most complaints can be resolved by an informal discussion with an appropriate member of staff through early resolution. You should complain to the Faculty/professional service/Partner College directly.

- 15.8 **Complaints procedure:** formal stage: If a complaint is not resolved informally, you should complain within 28 working days of any incident occurring. You should complete the Student Complaints Form (see www.bournemouth.ac.uk/important-information, under Complaints) and send this to the Faculty or professional service. Except in exceptional circumstances, we will not consider a complaint that you make later than this. You must provide evidence, which should be as detailed as possible, to enable the Faculty/professional service/ Partner College to investigate. Contact details are available on the website.

The Faculty or professional service will investigate each complaint and liaise with the Partner College as necessary, and respond, normally within 20 working days of receipt. The Faculty or professional service will tell you about any delay and keep you informed of progress.

- 15.9 **Complaints procedure:** review stage: If you are not satisfied with the response you receive you may request a review by sending the relevant form to complaints@bournemouth.ac.uk within ten working days of the date of the formal stage response. We will normally write to you with our response within 20 working days of receipt of your complaint form. We will tell you if there is a delay and keep you informed of progress.
- 15.10 **Complaint to the OIA:** If you are not satisfied after completing the Student Complaints Policy and Procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our complaints procedure first and the OIA will not look at all complaints (for more information see www.oiahe.org.uk).
- 15.11 **Complaint to the ESFA:** If you are enrolled on Education and Skills Funding Agency (ESFA) funded apprenticeship provision, you may also raise concerns with the ESFA by contacting their helpdesk on 08000 150 600 or helpdesk@manage-apprenticeships.service.gov.uk.

Section 3

Health, wellbeing and support to study, fitness to practise, and disciplinary matters



16. Health, wellbeing and support to study

- 16.1 We are committed to an ethos of equality and inclusivity and aim to promote positive mental health and wellbeing through the recognition and understanding of all disabilities. We encourage all students to ask us for support as soon as possible so that we can help you to realise your full potential and complete your studies.
- 16.2 We may take action under the Support to Study: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare) if we are concerned about you, for example if:
- Your physical or mental health condition may impact upon your ability to fulfil your potential or the ability of others to fulfil their potential
 - We are concerned about your behaviour and it is not a disciplinary matter
 - We are concerned because you have been absent
 - We are concerned about how you will manage your learning experience on a placement, field trip, exchange or other trip abroad.
- 16.3 In exceptional cases, our duty of care may require us to remove you from BU if we believe that you are at risk or may be a risk to other members of BU's community. We will take urgent action in those cases (see paragraph 16.7).
- 16.4 Anyone involved in support to study procedures can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure for more information (www.bournemouth.ac.uk/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk). The Director of Student Services may appoint a representative to act on their behalf.
- 16.5 We may ask you to agree to share your personal information with relevant professionals outside BU so we can offer appropriate support or take action under this procedure. We will not normally share any personal information about you without your agreement, but may do so in exceptional cases to protect you or others (for example disclosure to the Disclosure & Barring Service of information relevant to its function of protecting children and vulnerable adults or under safeguarding should we believe you are a risk to yourself or others).
- 16.6 **Support to study:** We have three stages of the Support to study process. The first stage is a meeting, with Faculty staff who know you or with a member of the Residential Services team if the concerns have arisen in BU accommodation. At this meeting, any concerns will be outlined, and you will be offered the chance to discuss any underlying support needs that you may have.
- The second stage meeting will occur should concerns about your welfare escalate, this meeting will normally be chaired by your Education Services Manager or the Head of Residential Services.
- If the concerns are not resolved, or it is believed there is a high risk to you or to others, the Head of Student Support and Wellbeing will be informed and paragraph 16.7 will apply.

16.7 The Head of Student Support and Wellbeing will carry out a risk assessment of the concerns raised. If the Head of Student Support and Wellbeing believes that there is a high risk to you or to others, then we will hold a case conference, including other staff as appropriate.

You will normally be invited to that conference, but we may make a decision without your agreement. The conference will review the next steps, such as additional support, and may decide to suspend you or recommend that you are withdrawn from your course. We will write to you about the outcome, normally within five working days.

We will write to you if you are suspended. You will be able to return to your studies if we agree that you are subsequently fit to study for which you will need to provide medical evidence. The Head of Student Support and Wellbeing or their nominated representative will consider this and decide if you are fit to study. We may only allow you to return if you agree to a return to study plan or if you attend regular review meetings. If you are withdrawn from your course, you can appeal (see paragraph 16.8).

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

16.8 Support to study appeals

You may appeal against a decision to interrupt you by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the suspension. An Appeals Panel will review the appeal and will write to you with the decision. This decision is final and there can be no further appeal within BU.

You may appeal against a decision to withdraw you. You must write to the Vice-Chancellor within ten working days. The Vice-Chancellor or a representative will review the appeal and will write to you with the decision. This decision is final and there can be no further appeal within BU.

If you have a complaint about the way that the Support to Study: Policy and Procedure is carried out, you can complain under the Student Complaints Procedure (see paragraph 15).

If you are not satisfied following the appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our procedure first and the OIA will not look at all complaints (for more information see www.oiahe.org.uk).

17. Fitness to practise

17.1 If your course is intended to provide access to a regulated profession, such as a healthcare professional course, your fitness to practise is assessed under our Fitness to Practise: Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare). The Procedure takes into account the requirements of relevant professional codes of conduct set by the appropriate professional and regulatory bodies and is updated to reflect changes in those requirements.

17.2 We will normally report any suspected criminal offence to the police. If you are on an NHS funded course, or are an employee of the NHS, and the allegations if true may amount to fraud, we may refer the case to the NHS Counter Fraud Authority for investigation. We will disclose to the Disclosure & Barring Service information which is relevant to its function of protecting children and vulnerable adults.

17.3 Anyone involved in Fitness to Practise procedures can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure for more information (www.bournemouth.ac.uk/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

17.4 **Fitness to practise: initial step:** If concerns are raised about your inability/failure to maintain standards appropriate to professional practice, we may, after an initial review of the available facts, either allow you to remain in practice and carry out an investigation, or suspend you from practice while we investigate. We will normally invite you to comment during our initial review. We may consult with the organisation hosting your placement if appropriate.

We may suspend you from placement and/or study during the Fitness to Practise investigation and we will contact you in writing within five working days if we do this. You will need to tell your placement provider or employer. The host organisation may withdraw or suspend your placement. If you are on an Education and Skills Funding Agency (ESFA) funded apprenticeship, this may result in a break in learning and a suspension of funding for your apprenticeship.

We will contact you in writing to tell you whether you must attend a Fitness to Practise hearing. We may decide that a hearing is not necessary and give you advice and guidance. We will note this outcome on your student record. If we decide that there is no evidence of an issue and we decide not to take any action, a note will be placed on your student record to reflect this. If you are an apprentice on an Education and Skills Funding Agency (ESFA) funded apprenticeship, your employer may be involved in the Fitness to Practise investigation and/or hearing.

17.5 **Fitness to practise hearing:** If we decide to hold a Fitness to Practise hearing, we will write to you about the concerns and the arrangements for the hearing. The Fitness to Practise hearing is held as soon as practicable after the investigation ends and normally within 20 working days. We will normally give you ten working days' notice.

If you wish to provide documentation for the Fitness to Practise Panel to consider, you must provide it before the

hearing. We will give copies of the evidence to all parties before the hearing. The Fitness to Practise Panel may make additional enquiries and ask witnesses to attend.

Normally, we will tell you the decision of the Fitness to Practise Panel within one hour of the end of the hearing. We will write to you about the outcome, normally within five working days. If we decide that there is no evidence of an issue and we decide not to take any action, we will not record the matter on your student record.

17.6 **Fitness to practise: penalties:** The Fitness to Practise Panel may refer a matter to a professional body if a student has entered onto the professional register. The professional body may investigate under its own procedures and impose its own penalties. The Fitness to Practise Panel will consider this when considering penalties. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

See the Fitness to Practise Procedure for more information. For example, penalties may include:

- Written warnings, which will remain on your record for a period of time and can be revived if there is a further incident
- Suspension from your course for a period of time
- A requirement to resubmit work, re-sit an examination or repeat a unit, or repeat a level
- A mark of 0%, or a capped mark for the relevant item, or for a whole unit or level
- Withdrawing you from your course, in some cases without credit.

We will inform the relevant professional body about the outcome of the Fitness to Practise Panel, unless the matter is dismissed. We may disclose the issue and the outcome in references that we give to prospective employers.

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended. If you are on a healthcare professional course and in receipt of an NHS bursary, you will need to notify the NHS Student Services Office, see paragraph 28.2.

17.7 **Fitness to practise appeals:** You may appeal against a decision made or a penalty applied under the Fitness to Practise Procedure by emailing conduct@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing.

We will hold an Appeals Panel to hear the appeal and consider the penalty. We will normally put the penalty on hold until after the Appeals Panel, but if we have suspended you from practice, you will not be able to return to practice unless the Appeals Panel decides to end the suspension.

The Appeals Panel will write to you about its decision. The decision of the Appeals Panel is final and there can be no further appeal within BU. If you are not satisfied after following the appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our procedure first, and the OIA will not look at all complaints (for more information see www.oiahe.org.uk).





18. General disciplinary matters

- 18.1 As a member of BU's community, you must conduct yourself with regard for our good name and reputation. We will normally consider giving advice and guidance to improve conduct and behaviour before taking action under the Student Disciplinary Procedure. Minor disciplinary issues will normally result in an informal oral or written warning. For more information, see the Student Disciplinary Procedure (www.bournemouth.ac.uk/important-information, under Conduct and Welfare). The Director of Student Services is responsible for student discipline at BU but may appoint a representative to act on their behalf.
- 18.2 Anyone involved in disciplinary procedures can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure for more information (www.bournemouth.ac.uk/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).
- 18.3 The Student Disciplinary Procedure does not normally apply to some matters, for example:
- Alleged breaches of the Residences Rules, which may first be dealt with under the Residences Rules (www.bournemouth.ac.uk/important-information, under Accommodation)
 - Fitness to practise (see paragraph 17)
 - Academic failure (see paragraph 19)
 - Academic misconduct (see paragraphs 20 and 21).
- 18.4 The Student Disciplinary Procedure applies to misconduct, which is essentially improper interference with the functioning or activities of BU, or of those who work or study at BU, or action that otherwise damages BU or its reputation. Examples of misconduct include:
- Violent, indecent, disorderly, threatening, intimidating or offensive behaviour or language
 - Sexual, racial or other harassment

- Fraud, deceit, deception or dishonesty
- Theft, misuse of, or damage to property, or unauthorised use of BU's buildings
- Failure to respect the rights of others to freedom of belief and freedom of speech
- Disruption of BU's activities or obstruction of, or interference with, the activities of others
- Actions likely to cause injury or impair safety at BU
- Breach of this student agreement or the provisions of any BU rule, regulation, policy, procedure or code of practice.

- 18.5 Any student who represents BU in a sports team is also required to abide by the TeamBU Athlete Code of Conduct which has been specifically designed for sporting and social situations. Any student athlete, and if appropriate entire teams, who are found to be in breach of this Code are likely to be subject to disciplinary action as outlined in the SportBU (TeamBU) Disciplinary: Procedure and/or 11K – Student Disciplinary: Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare).
- 18.6 We will consider reporting any suspected criminal offence to the police, taking into account the nature of the suspected offence and the wishes of affected individuals. We will disclose to the Disclosure & Barring Service any information which is relevant to its function of protecting children and vulnerable adults.
- 18.7 **Disciplinary suspension:** If an allegation of misconduct is made against you or criminal proceedings are taken against you, we may suspend you whilst we carry out an investigation or criminal proceedings are completed. We will normally give you an opportunity to comment before suspending you. In urgent cases, particularly if we believe that there is a risk to the safety of others, we may suspend you immediately. Suspension is a neutral act.

We will write to you about the terms of the suspension and the reasons for it. We will review your suspension after 20 working days or if the circumstances change. If you are suspended, you can appeal (see paragraph 18.13).

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are suspended.

- 18.8 **Disciplinary: initial review:** The Complaints and Conduct team will review the matter and, if they believe there may be grounds to proceed will ask you to respond within ten working days. A member of the Student Services Executive team will review the response and decide to take no further action, to seek and review further evidence or to continue with disciplinary action. A member of the Student Services Executive team may suspend you while we take action (see paragraph 18.7).

- 18.9 **Disciplinary: summary process:** If you agree, a member of the Student Services Executive team may deal with the matter without a Disciplinary Panel.

If a member of the Student Services Executive team does not consider it appropriate to deal with the matter, or if you do not agree, then we will refer the matter to a Disciplinary Panel under the procedures set out in paragraph 18.11. A member of the Student Services Executive team may impose penalties (other than withdrawal). See paragraph 18.12 for more information about penalties.

A member of the Student Services Executive team will write to you to confirm the outcome of the meeting. You can appeal against the decision and any penalty (see paragraph 18.13).

- 18.10 **Anti-social behaviour, noise and nuisance:** Anti-social behaviour not only damages BU's reputation but also impacts upon the relationship between students and the local community. Bournemouth, Christchurch and Poole Council will deal with these issues. If the Council issues an abatement notice, you can appeal under the Council's own procedures.

- 18.11 **Disciplinary hearings:** If a matter is not dealt with under the summary procedure described in paragraph 18.9, we will hold a Disciplinary Panel. We will write to you about the arrangements. The Disciplinary Panel is held as soon as practicable and normally within 20 working days after the initial meeting. We will normally give you ten working days' notice.

A member of the Student Services Executive team, or nominated representative, will attend the hearing to present the case. If you wish to provide evidence for the Panel to consider, you must provide it before the hearing. We will give copies of the evidence to all the parties. The Disciplinary Panel may make enquiries and ask witnesses to attend.

Normally, we will tell you the decision of the Disciplinary Panel within one hour of the end of the hearing. We will write to you about the outcome, normally within five working days.

- 18.12 **Disciplinary penalties:** When deciding penalties, we take into account the seriousness of the misconduct, the circumstances of the misconduct, and your means and general personal circumstances. Penalties may include:

- Written warnings
- A fine or a requirement to pay reasonable compensation or a requirement to perform services for the BU community
- Suspension from your course for a fixed period of time, up to twelve months
- Exclusion from the award of a degree or other academic award
- Withdrawing you from your course.

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

- 18.13 **Disciplinary appeals:** You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing. An Appeals Panel will hear the appeal and consider the penalty. If you appeal against a decision of a Disciplinary Panel to withdraw you, the withdrawal will be deferred until the Appeals Panel has taken place.

The Appeals Panel will write to you about the outcome. The decision of the Appeals Panel is final and there can be no further appeal within BU.

If you are not satisfied following the appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our procedure first, and the OIA will not look at all complaints (for more information see www.oiahe.org.uk).

Section 4

Academic matters



19. Assessment

- 19.1 BU's academic expectations for you are in the Student Handbook or Code of Practice for Research Degrees which will be made available to you when you enrol. Detailed regulations apply to each course, including in relation to maximum periods for completion of courses, pass marks and adjustments, requirements for progression, submission of coursework (including the consequences of late submission), attendance at examinations and requirements for particular awards and classifications. These regulations also set out requirements and restrictions on re-assessment and re-sits, repetition of units, and caps on marks in some circumstances.

The detailed regulations are at www.bournemouth.ac.uk/important-information, under Assessment. See paragraphs 20 and 21 of this student agreement for information about Academic Offences and Research Misconduct. Rarely, specific emergency regulations may be invoked in place of the usual regulations, to ensure the maintenance of robust academic standards whilst also ensuring that you are not disadvantaged by events outside of your and the University's control. These regulations are also available at www.bournemouth.ac.uk/important-information, under Assessment.

Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late. For example, work may not be marked or the mark may be capped. For more information, see the Exceptional Circumstances: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Exceptional Circumstances) and the Code of Practice for Research Degrees (www.bournemouth.ac.uk/important-information, under Research).

- 19.2 Detailed rules apply to face to face examinations. For example:
- You may not be permitted to enter an examination if you do not have your ID card
 - If you are late you may not be allowed to enter and will not be given extra time
 - You must comply with the rules and instructions on phones, other devices and other materials in examinations.
- For more information, see the Student Examinations Procedures Handbook (www.bournemouth.ac.uk/important-information, under Assessment).
- 19.3 Additional Learning Support will give you information about support that may be available to you including making allowances in assessment (www.bournemouth.ac.uk/als). There are deadlines that apply if you need support for assessments or examinations.
- 19.4 If you are an exchange student, you will continue as a candidate for the qualification of your home institution, and you will not be a candidate for a BU degree. BU will evaluate your academic performance whilst at BU using the same criteria used for our own students. The academic credits you earn at BU will be transferred to your home institution. Your home institution may include those credits in your academic transcript. To enable this, BU will provide any information about your academic performance that your home institution reasonably

requests. BU will usually provide them with a transcript of your academic results.

20. Academic offences – taught courses

- 20.1 Maintaining fair and honest conduct is an essential requirement of the system for assessing students' learning. There are separate policies for academic offences in taught awards (undergraduate and postgraduate taught courses) and for research. For more information, see the Academic Offences Policy and Procedure for Taught Awards (www.bournemouth.ac.uk/important-information, under Academic Offences). The procedure that applies to research misconduct is described in paragraph 21.
- 20.2 The definitions of academic offences assume dishonest intent. An academic offence is an attempt by a student to gain an unfair advantage in any assessment (including in practice) by deception or fraudulent means. The following are examples of academic offences, and it is also an offence to assist a student to do any of these things:
- Plagiarism: representing another person's work as your own or using another person's work without acknowledgement, and duplication or 'self-plagiarism', using material that has already been submitted for assessment or the submission or presentation of work as one's own which is substantially the ideas or intellectual data of another or created artificially
 - Buying material or paying another person to complete an assignment, or using editors, translators or proof-readers who contribute significantly to the content
 - Misconduct in examinations or tests: such as copying or communicating, using notes or other prompts, calculator fraud
 - Impersonation, forgery, bribery, falsifying data
 - False claims of mitigating/exceptional circumstances.
- 20.3 To prevent plagiarism, protect the intellectual property of both BU and its students and to assist with feedback to students, BU may use plagiarism detection software or other technology as appropriate.
- 20.4 All academic offences are serious. A second or subsequent offence or an offence compounded by lying or deception, or aggravated in some other way may be treated as more serious even if it would usually be considered a lesser offence.
- 20.5 If you are studying at a Partner College, and an academic offence is suspected, the procedure in this document will apply. If an allegation of an academic offence, if upheld, would raise concerns about fitness to practise, and you are studying on certain regulated professions courses, the Fitness to Practise procedure will apply (see paragraph 17).
- 20.6 If you are on an ESFA funded apprenticeship programme, BU may inform your employer of any suspected or confirmed academic offences as part of ongoing progress monitoring activities.
- 20.7 Anyone involved in procedures relating to academic offences can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure for more information (www.bournemouth.ac.uk/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

20.8 **Academic offences: taught courses: initial step:** If we suspect an academic offence, the Faculty will consider it and review other evidence, including your other work. We may meet you to discuss it. If you are found to have demonstrated poor academic practice, then we will tell you and give you advice and guidance to prevent further offences. If there is evidence that an academic offence may have occurred, then we may refer your case to a senior academic for investigation, hold an Academic Offences Panel in your Faculty or a University Academic Offences Board, depending on how serious it is.

20.9 If the suspected academic offence is minor, then you may be referred to an investigation by a senior member of academic staff (the Chair of the investigation) within your Faculty. You will be asked to submit a written statement, and to discuss the case with the Chair. The Chair may also discuss your case with other members of Faculty staff, as required. You will normally be informed of the outcome of the investigation within 20 working days of being notified of the suspected academic offence. The Chair may apply a penalty if an academic offence is found to have occurred, or may refer your case to the Academic Offences Panel in your Faculty or University Academic Offences Board if the suspected academic offence is found to be more severe.

20.10 **Academic offences panel/University academic offences board:** If we hold an Academic Offences Panel or a University Academic Offences Board, we will write to you about the arrangements for the hearing.

The Academic Offences Panel/Board will normally take place within 20 working days. We will normally give you ten working days' notice. If you are not able to attend, we will try to re-schedule it, but in some circumstances a hearing may go ahead without you.

You must provide your evidence to the Academic Offences Panel/Board five days before the hearing. Exceptional circumstances will not usually be grounds for excusing an academic offence. We may not be able to consider exceptional circumstances unless you raised them under the usual procedure and within the timeline set out in the Exceptional Circumstances: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Exceptional Circumstances).

Normally, we will tell you the decision of the Academic Offences Panel/Board within one hour of the end of the hearing. We will tell you if there is a delay, or if the Academic Offences Panel/Board is adjourned, for example to gather more evidence, and keep you informed of progress. We will write to you about the outcome, normally within five working days.

We direct all students who have committed an academic offence to learning resource information to enhance their understanding of good academic practice and of how to avoid future offences. This is recorded in the student's record.

20.11 **Penalties for academic offences:** The Chair or Academic Offences Panel/Board may apply a penalty set out in the Academic Offences Policy and Procedure for Taught Awards. The penalty will depend on the seriousness of the offence and whether it is aggravated in some way. See the Academic Offences Policy and Procedure for Taught Awards (www.bournemouth.ac.uk/important-information, under Academic Offences) for more information. In exceptional cases, the Academic Offences

Panel/Board may conclude that the specified penalties are not appropriate and will use its discretion when setting a penalty.

The Assessment Board will consider the outcome of the Academic Offences Panel/Board as part of its review of your overall performance (see paragraph 19 on Assessment).

Penalties may, for example, include:

- Written warnings
- A requirement to resubmit work, re-sit an examination, repeat a unit or a level
- A mark of 0% or a capped mark for an assessment, unit or level
- Withdrawing you from your course, in some cases without any credit.

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn.

20.12 **Academic offences appeals:** The decision of the Chair or Academic Offences Panel/Board is one of academic judgement and you cannot appeal against the decision itself. You can only appeal about matters relating to processes and procedures. If you wish to appeal, you must email appeals@bournemouth.ac.uk within ten working days of the date we write to you with the outcome of the Academic Offences Panel/Board.

If the appeal is not within the scope of the policy, we will write to you and give you the reasons. If the appeal is within the scope of the policy, the matter will be referred for hearing again by a new investigation or Academic Offences Panel/Board. We will write to you about the outcome of this hearing.

21. Misconduct in academic research

21.1 All staff and students have a general obligation to preserve and protect the integrity of research at BU. Advice on concerns about research integrity and allegations of misconduct in research, including research elements of taught courses are dealt with under the Research Misconduct Policy and Procedure (www.bournemouth.ac.uk/important-information, under Research).

21.2 There is a separate academic offences policy for taught courses, both undergraduate and postgraduate. See paragraph 20 for more information. We will only take action against undergraduate and postgraduate students on taught courses under the Research Misconduct: Policy and Procedure if they are suspected of a serious breach of research ethics.

21.3 **Research misconduct includes (but is not limited to):**

- **Fabrication:** making up results or other outputs and presenting them as though they were real
- **Falsification:** manipulating research processes or changing or omitting data without proper cause
- **Piracy:** deliberate exploitation of ideas from others without proper acknowledgement
- **Plagiarism:** copying or misappropriating ideas (or their expression), text, software or data (or a combination) without permission and acknowledgement

- **Misrepresentation:** a deliberate attempt to represent falsely or unfairly the ideas or work of others, whether or not for personal gain or enhancement
- **Academic fraud:** deliberate deception which includes the invention or fabrication of data and/or experimentation
- **Improprieties of authorship:** including improper inclusion or exclusion of individuals as authors; misrepresentation or duplication of substantially similar material that has previously been the focus of your own published research findings without due referencing
- **Non-compliance of research governance:** failure to comply with appropriate internal and external requirements such as regulatory, financial, legal and/or ethical approval
- **Serious breach of research ethics as defined in the Research Ethics Code of Practice:** Policy and Procedure (www.bournemouth.ac.uk/important-information, under Research) that is not dealt with through student/staff disciplinary or other BU procedure
- **Facilitating misconduct in research:** deliberate concealment of research misconduct by others or collusion in such research
- **Inciting others to commit research misconduct:** deliberate encouragement of others to conduct research in an untruthful or unfair manner

- **Improper dealing with allegations of research misconduct:** failing to address possible infringements such as attempts to cover up research misconduct and reprisals against whistleblowers.

21.4 Allegations of research misconduct should be made to the Pro Vice-Chancellor – Education and Quality. In the absence of the Pro Vice-Chancellor – Education and Quality, an academic member of BU's University Executive Team will act on their behalf. Where an allegation of research misconduct is made, we will take reasonable steps to:

- Protect the anonymity of a person who alleges research misconduct if they request this and we consider this to be appropriate
- Make sure that someone making an allegation of research misconduct is not victimised for having made the allegation
- Protect the reputation of a person accused of research misconduct unless and until the misconduct has been established under this procedure
- Conduct any investigation in line with the principles of confidentiality set out in the Research Misconduct: Policy and Procedure.





21.5 If there is an allegation of research misconduct against you, the steps in paragraphs 21.7 to 21.9 will be followed and you may be suspended or your research may be put on hold until the investigation is completed.

21.6 Anyone involved in procedures relating to research misconduct can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure for more information (www.bournemouth.ac.uk/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

21.7 **Misconduct in academic research: first step:** The Pro Vice-Chancellor – Education and Quality will review the allegation to determine if it falls under the scope of the Research Misconduct: Policy and Procedure. If it does, the Pro Vice-Chancellor – Education and Quality will write to you setting out the full substance of the allegation and ask the Executive Dean of your Faculty to carry out a preliminary stage investigation. You have the right to respond in writing within five working days and request a meeting. Any such meeting is intended to assist the preliminary investigation and will not be a formal hearing. The Executive Dean of your Faculty will inform the Pro Vice-Chancellor – Education and Quality of their findings and, following a review of the information, the Pro Vice-Chancellor – Education and Quality will decide whether:

- There is no case to answer and no further action need be taken
- Minor infractions have occurred which do not

constitute research misconduct but guidance should be given to prevent a reoccurrence

- There is sufficient evidence to indicate the possibility of research misconduct and a formal investigation is required.

The Pro Vice-Chancellor – Education and Quality will write to you with their decision and provide you with details of the evidence on which the decision was based.

21.8 **Misconduct in academic research: formal stage:** Where this stage is invoked, you will be required to respond in writing to the allegation of research misconduct. If you admit the research misconduct, the Pro Vice-Chancellor – Education and Quality may conclude the investigation. If you do not admit the research misconduct, an investigation team will be appointed. The investigation team will interview you and, where appropriate, the person who made the allegation. Where the allegation of research misconduct is upheld or partially upheld, the investigation team will make a recommendation to the Pro Vice-Chancellor – Education and Quality. If you admit the research misconduct or the allegation of research misconduct is upheld or partially upheld, the Pro Vice-Chancellor – Education and Quality will decide whether to inform your examiners, take disciplinary action under the relevant policy or take other action.

21.9 **Misconduct in academic research: appeals:** If you wish to appeal the decision, you should email appeals@bournemouth.ac.uk, providing full details of the grounds for appeal, within ten working days of the date of the written notification of the decision by the Pro Vice-Chancellor – Education and Quality. If we take

action against you under disciplinary or assessment procedures you can appeal under those procedures.

A Research Misconduct Appeals Board will consider your case for appeal and we will write to you about the outcome within five working days of the date of the hearing. The decision of the Appeals Board is final and there can be no further appeal within BU. If you are not satisfied following the appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all stages of our procedure first, and the OIA will not look at all complaints (for more information see www.oiahe.org.uk).

22. Academic appeals

22.1 An academic appeal is a request for a review of a decision of an academic body charged with making decisions on student progression, assessment and awards. There are separate policies for taught awards (undergraduate and postgraduate taught courses) and for postgraduate research awards. There are some differences between the details of the two policies, which are highlighted below. For more information see:

- **Taught courses: Academic Appeals:** Policy and Procedure for Taught Awards (see www.bournemouth.ac.uk/important-information, under Appeals)
- **Research awards: Academic Appeals:** Policy and Procedure for Research Awards (see www.bournemouth.ac.uk/important-information, under Appeals).

If you are an exchange student, our appeals policies and procedures will not apply to assessment outcomes for units studied at your home institution, or to your final award outcome issued by your home institution.

If you are on a non-integrated Education and Skills Funding Agency (ESFA) funded apprenticeship programme where the End Point Assessment is undertaken by an external organisation, the BU academic appeals policy does not apply. If you wish to appeal the decision of an external End Point Assessment Organisation (EPAO), please contact the relevant EPAO (your Programme Leader can advise you who this is) or the ESFA helpdesk on 08000 150400 or nationalhelpdesk@apprenticeships.gov.uk.

22.2 Disagreement with the academic judgement of the examiners is not grounds for appeal. We will only consider an appeal if you make it on one of the following grounds:

Taught courses:

- There was a material irregularity or significant administrative error in the assessment process
- The assessment was not conducted in accordance with the regulations for the course
- Your performance was affected by illness or other mitigating factors (see paragraph 22.3)
- Bias or the perception of bias in the assessment process/consideration of the appeal.

Research Awards:

- There was a material irregularity or significant administrative error in the assessment process of such nature as to cause doubt as to whether the result might have been different had there not been such irregularity

- There is evidence of bias, prejudice or improper assessment on the part of one or more of the examiners or in consideration of the appeal
- Your performance was affected by illness or other mitigating factors (see paragraph 22.3)
- That arrangements for supervision did not meet those outlined in the Code of Practice for Research Degrees (see www.bournemouth.ac.uk/important-information, under Research).

22.3 You must tell us about mitigating factors under the relevant procedure before the Assessment Board meeting for taught courses, or before or during the meeting of the Research Examination Team for research elements. If you did not do this, you cannot appeal based on these factors. For more information, see the Exceptional Circumstances: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Exceptional Circumstances) and the Code of Practice for Research Degrees (www.bournemouth.ac.uk/important-information, under Research).

22.4 The academic appeals procedures have three stages: early resolution, a formal stage and a review stage. Most appeals can be resolved directly by your Faculty. You can ask for a review only if you have completed the formal stage. You can be supported or represented by a third party (but not normally a legal adviser) at each stage: see the Third Party Involvement: Procedure (www.bournemouth.ac.uk/important-information, under Complaints).

22.5 Even if your appeal is successful, you need to complete and pass all elements of your work before progressing to the next stage of your course. You will not receive your degree or other academic qualification until all outstanding examination or assessment appeals have been resolved.

22.6 **Academic appeals: formal stage:** You must appeal within ten working days of the publication of the results of the Assessment Board for taught courses, or the date of the written decision for research awards. Except in exceptional circumstances, we will not consider an appeal that we receive after this deadline. To appeal, you should email or write to the Faculty. Contact details are available on the website; please mark your letter or email as an appeal. Many appeals can be resolved informally. The Faculty will respond, normally within 20 working days. We will tell you if there is a delay and keep you informed of progress.

22.7 **Academic appeals: review stage:** If you are not satisfied with the response you receive at the formal stage, you may ask for a review of the formal stage outcome by completing the relevant form. You should send your request to appeals@bournemouth.ac.uk within ten working days of the formal stage response.

We will consider whether the appeal is within the grounds upon which a review may be brought as set out in the policy. If your appeal is not within these grounds, we will write to you and give you the reasons.

If the appeal is within the grounds set out in the policy, we will review the matter and try to resolve it for you. We will normally write to you with our response within 20 working days. We will tell you if there is a delay and keep you informed of progress.

Section 5

Fees and charges



23. Tuition fees

- 23.1 We are committed to a fair and transparent policy for charges made to our students. We will use reasonable efforts to tell you promptly if any fees or charges are payable, along with details of the arrangements for payment. Detailed rules and procedures are set out in the Fees Policy (see www.bournemouth.ac.uk/important-information, under Finance).
- 23.2 We sent you information about your tuition fees and other charges with your offer letter. More information about tuition fees for your course is in the course information on our website (www.bournemouth.ac.uk/courses). If you are an exchange student, during your exchange period with us, you must pay any fees required by your home institution as though you were still at your home institution. We will not ask you to pay tuition fees to us. We try to avoid charging additional fees for things you need for your course, but there may be charges for some things, including optional activities. You must pay additional fees and charges within 30 days of the date of our invoice. You may also have to pay charges under separate arrangements with us for accommodation or other services at BU.
- 23.3 You are personally responsible for ensuring that your tuition fees are paid (unless you are on an Education and Skills Funding Agency (ESFA) funded apprenticeship programme), even if you are sponsored by a third party, have applied for a student loan or a third party is paying them. Tuition fees are not payable for apprenticeship programmes, as these are funded by employers via the ESFA.

Students taking an undergraduate course may be eligible for a tuition fee loan from the Student Loans Company. For more information on eligibility for a tuition fee loan please see www.gov.uk/student-finance/who-qualifies. If your loan application is accepted, the Student Loans Company will pay your tuition fees to us directly. If not, you must pay your fees in full or by instalments (see paragraph 23.5). The Student Loans Company has its own rules and procedures and you must follow these. You will need to apply to the Student Loans Company for each year of your course.

If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. If the sponsor or the third party does not pay on time, you are still personally responsible for the fees.

For some students who enrolled before the 2017/18 academic year on NHS-commissioned professional courses within the Faculty of Health and Social Sciences the tuition fees are generally directly paid by the NHS. You may however be responsible for fees in some circumstances, for example if the NHS does not pay fees for resitting examinations or repeating modules. You must check the information that we gave you when you applied for one of these courses. NHS bursaries may also be available to help with other costs. See paragraph 25.3 for more information.

- 23.4 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter. We may take action against you as in paragraph 26 (Students in debt with BU including Sanctions for non-payment). It is important that you tell us if you change your contact details or address so we can contact you about payments.

- 23.5 You can pay your fees in instalments if your course lasts for at least one full academic year and you pay online by debit/credit card or by other methods as agreed by the Finance team. There are further details in the Fees Policy (www.bournemouth.ac.uk/important-information, under Finance). We will confirm the amounts and the due dates when we agree the instalments. If we cannot collect an instalment on time, we may apply an administration charge of £20. We may apply a further £20 administration charge on each due date if you have not paid the previous instalments.
- 23.6 In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.
- 23.7 If you are suspended or withdrawn from BU as described in paragraphs 31.6 or 31.8, you will need to pay tuition fees up to the date of withdrawal or suspension (unless you are an apprentice on an Education and Skills Funding Agency (ESFA) funded apprenticeship programme). The table in the Fees Policy shows the calculation (see www.bournemouth.ac.uk/important-information, under Finance). If you have paid more fees than are due to us, we will refund them (see 7.10 of the Fees Policy for details). See paragraph 28.2 for more information about how we calculate the refund or what you need to pay.

24. Deposits

- 24.1 If you are a non-UK postgraduate applicant you must pay a deposit of £3,000 (courses starting in September 2023 or January 2024) or £5,000 (courses starting after January 2024). The deposit must be paid by the date stated in your offer letter and will be used to pay part of your fees. You will need to pay the rest of your fees, or your first instalment if paragraph 23.5 applies, when you complete online registration and payment must be prior to enrolment.

We will not need a deposit if a government body, company or other organisation is sponsoring you and your sponsor has provided an official letter or purchase order to us to confirm that they will pay your fees in full. You must provide this document to us when you accept your offer.

- 24.2 We will refund your deposit if:
- You do not meet the conditions of the offer and we withdraw the offer
 - Your visa application is refused (unless it was refused for reasons relating to fraud)
 - You cancel within 14 days of telling us that you have accepted your offer
 - We have withdrawn the course that you have applied for and you do not want to take up a place on any alternative course that we have offered
 - You are, or reasonably anticipate you will be, unable to physically commence study at BU when you need to due to travel restrictions imposed by either: (i) the government of the UK; or (ii) that of the country from which you travel to BU. If we ask, you must promptly provide us with evidence of the relevant government's travel restrictions to show you were, or reasonably anticipated you would be, unable to travel to BU in time to physically commence study when you needed to. We recommend you keep copies of relevant travel restriction information.

24.3 At the discretion of the Finance Director, we may refund a deposit if you withdraw from your course in exceptional personal circumstances such as serious illness or a family bereavement. We will not refund the deposit if you withdraw for any other reason. For more information see paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) and our Fees Policy (www.bournemouth.ac.uk/important-information, under Finance).

24.4 If we have agreed that you can defer your start date (see paragraph 4.3), we will not return your deposit unless you cancel within 14 days of accepting the offer for the deferred entry. If you start your course at the start of the next intake, we will use your deposit to pay part of your fees when you start. The next intake may not be the next academic year, for example, we may have a January intake. If you defer your studies for more than one intake, you will lose your deposit unless you cancel within 14 days of accepting the offer for the deferred entry. For more information, see the Admissions Policy: Taught Programmes (excluding apprenticeships), the Admissions Policy: Apprenticeships and the Recruitment, Selection and Admission (Postgraduate Research Degrees): Policy and Procedure, www.bournemouth.ac.uk/important-information, under Admissions.

25. Scholarships and discounts

25.1 If you are studying at a Partner College, the Partner College will be able to provide you with information on any scholarships you may be eligible for.

25.2 There are details of our bursaries, scholarships, loans and grants on our website at www.bournemouth.ac.uk/funding.

25.3 For students on some professional courses, bursaries or Health Education England funding may be available in some circumstances. You can find out more from your Programme Team.

25.4 You may be eligible for one or more discounts in any academic year, but there is a cap on the total discount we will give you. Discounts will not apply if you have to repeat some or all of your course - see the Fees Policy for more information (www.bournemouth.ac.uk/important-information, under Finance).

26. Students in debt with BU including Sanctions for non-payment

26.1 If you are experiencing financial difficulties, you should tell us as soon as possible. We will always seek to be understanding of your financial circumstances.

If you are having difficulty paying library charges you should contact the library Help Zone, call the library on +44 (0)1202 965959 or email LibrarySupport@bournemouth.ac.uk.

If you are having difficulty paying any other debts to BU contact our Finance helpline on +44 (0)1202 961600 or email fees@bournemouth.ac.uk.

26.2 Wherever possible, our finance team will work with you to agree an acceptable repayment plan. We will consider your individual circumstances and any supporting documentation you provide. The decision is at the discretion of the Finance Director and/or a delegated officer, but we will not agree any arrangement that we

consider may breach visa or immigration requirements. If you disagree with the outcome, you may complain under the Student Complaints Policy and Procedure (see paragraph 15). If you do not keep up payments under a repayment plan the debt will immediately become payable in full.

26.3 If you do not agree with the debt, you should contact the Finance helpline on +44 (0)1202 961600 or email fees@bournemouth.ac.uk as soon as possible. If the dispute is not resolved, you can complain under the Student Complaints Policy and Procedure (see paragraph 15). We will not apply sanctions or take action to recover the debt while we deal with your complaint.

26.4 If you do not pay any fees or charges on time, we will take steps to secure payment by following our Student Debt Management Policy (see www.bournemouth.ac.uk/important-information, under Finance). If we conclude this internal debt management process without recovering the debt in full or reaching agreement with you, we may refer debts to external solicitors and/or debt collection agencies who will take steps to recover the debt. The steps taken may include taking court action to recover the debt. If we take external action to recover the debt, you may have to pay interest and additional costs of the action, such as debt collection agency fees, search fees and legal fees.

26.5 **Tuition fees:** If you fail to pay tuition fees when they are due, or to make payments under an agreed repayment plan, we may apply all or any of these sanctions and requirements as provided for in the Student Debt Management Policy:

Sanctions and requirements

- Require you to provide information about intended payment arrangements or attend a meeting to discuss payment of your outstanding fees
- Remove your access to BU systems or services, such as IT systems or library services
- Withdraw you from your course
- Not issue you with a final award certificate
- Not allow you to re-enrol for the next academic year
- Not pay bursaries or scholarships unless an acceptable payment plan is in place.

Withdrawal from your course is the final sanction we will apply if other steps within our Student Debt Management Policy do not lead to us recovering the debt or reaching agreement with you. Withdrawal means that you are not able to continue your studies at BU and you will not be able to resume your studies even if you make a payment after withdrawal. If you have a student visa, withdrawal must be notified to the UK Visa and Immigration Service and will usually result in withdrawal of your Student visa. Application of other sanctions, even for a short period, may mean that you miss essential

parts of your course so that it takes you longer (possibly as much as an extra year), to complete your studies. You may have to pay fees for an extra period and you may not be able to take out a student loan for the extra period. You may not be able to extend your visa.

26.6 **Accommodation charges:** If you fail to pay your accommodation charges to us (under a separate accommodation agreement) when they are due, or make payments under an agreed repayment plan, we may apply all or any of these sanctions:

Sanctions

- Give you notice to leave your accommodation and obtain a court order for eviction
- Refer debts to external solicitors and/or debt collection agencies who will take steps to recover the debt. The steps may include court action to recover the debt.

26.7 **Library sanctions:** Please return all library loans by their Due date or when we recall them for another reader. We will invoice you for the replacement cost of any item that is lost, damaged or more than three weeks overdue. Please make sure that when you leave BU, whether you have finished your course or withdraw, you return all library loans as soon as possible. We will take steps to recover library charges owed by current students alongside provisions of our Library Rules, which are at www.bournemouth.ac.uk/student/library-rules. As well as taking steps to recover payment of the debt, the Library will prevent you from borrowing further items if you have:

- An overdue item that has been requested by another reader
- Failed to pay, when requested, the replacement cost for a lost, damaged or overdue item.

If you do not pay outstanding library charges, we may refer them to our external solicitors and/or debt collection agents who will take steps to recover the debt.

26.8 **Other fees and charges:** If you fail to pay any other fees or charges due to us or make agreed payments under an agreed payment plan, we may refer debts to our external solicitors and/or debt collection agents who will take steps to recover the debt.

27. Financial support

27.1 If you are experiencing financial difficulties, you should tell us as soon as possible. You can find information on financial support for students experiencing financial difficulty at www.bournemouth.ac.uk/students/help-advice/financial-support. Guidance and support is available from AskBU (call +44 (0)1202 969696, email askbu@Bournemouth.ac.uk) and from SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

27.2 Information on student funding is available:

- For undergraduate students eligible for UK funding, at www.bournemouth.ac.uk/undergraduate-fees-funding
- For international students, at www.bournemouth.ac.uk/financial-support-international-students
- For postgraduate students, at www.bournemouth.ac.uk/postgraduate-funding-options

- For Education and Skills Funding Agency (ESFA) funded apprenticeship students by contacting your Programme Leader.

27.3 You can find information on improving your financial wellbeing at www.bournemouth.ac.uk/financial-wellbeing.

28. Financial arrangements on withdrawal, suspension or other interruption of your studies

28.1 If you withdraw or put your studies on hold, or if we withdraw you or suspend you, you are responsible for tuition fees up to the date that you put your studies on hold, are withdrawn or suspended (unless you are an apprentice on an Education and Skills Funding Agency (ESFA) funded apprenticeship programme).

- If you wish to withdraw more than 14 days after you register, see paragraph 31.2 for more information
- If you wish to put your studies on hold, see paragraph 31.3 for more information
- See paragraph 31 (Ending or suspending the student agreement) for more information about the circumstances in which we can withdraw or suspend you.

28.2 If you withdraw or put your studies on hold, or if we withdraw or suspend you, it may affect how many years you can get a student loan for, or future NHS funding. You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold.

- If you have taken a tuition fee loan from the Student Loans Company, we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable. If a refund is payable, we will pay it to the Student Loans Company
- If you are in receipt of an NHS bursary and you withdraw or put your studies on hold, or if we withdraw or suspend you from your studies, you will need to tell the NHS Student Services Office (www.nhsbsa.nhs.uk/students). The NHS Student Services Office may stop payments or seek to recover any bursaries they have paid you
- All other students will need to pay fees up to the date of withdrawal or suspension or the date on which their studies are put on hold. We set out how we calculate this in the Fees Policy (see www.bournemouth.ac.uk/important-information, under Finance). If you have paid more fees than are due to us, we will refund them. We will ask you to complete a refund claim form. We will not refund fees if you give us the refund claim form more than 60 days after the date you put your studies on hold or your withdrawal or suspension date.

28.3 If you return the following academic year after a suspension or putting your studies on hold, we will deduct any fees that you have paid for the period that your studies were put on hold or the suspended year's study from the following year's fees.

If you are in financial difficulties please contact us as soon as possible. There may be serious consequences for you if you do not pay your tuition fees or other charges.

Section 6

Liability, ending the agreement and general provisions



29. Events outside our control

29.1 We will not be liable to you to the extent that we fail to perform, or delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control. An Event Outside Our Control is any act or event beyond our reasonable control including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control affects our performance under this student agreement, we will contact you as soon as reasonably possible. While the Event Outside Our Control continues and for a reasonable reinstatement period after it ends, the affected obligations will not apply. We will start to perform the affected obligations again as soon as reasonably possible when the Event Outside Our Control ends.

29.2 To the extent that we cannot perform, or we delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control, we will use reasonable efforts to perform those obligations while paragraph 29.1 applies, to the extent we determine this will be safe, lawful and reasonably practicable in all the circumstances, having regard to our resources and other obligations (contractual, regulatory or statutory).

29.3 Where an Event Outside Our Control has a significant effect on our ability to operate in our usual way, if we reasonably determine that we can still meet an obligation to you by using alternative means, we shall be entitled to do this without incurring any liability to you. This may include for example changes to the timing of elements within your programme of study, delivering teaching or carrying out assessment using different methods and changes to arrangements for accessing services or facilities. We will keep you informed about this type of change and inform you in advance of changes occurring as far as reasonably possible.

30. Liability

30.1 We take reasonable care to keep our students safe and secure on our campus. We are responsible for:

- Loss or damage you suffer that is a foreseeable result of our breach of this student agreement or our negligence. Loss or damage is foreseeable if it was an obvious consequence of our breach or negligence or if it was contemplated by you and us at the time we entered into this agreement
- Death or personal injury caused by our negligence or the negligence of our staff
- Loss or damage caused by our fraud or fraudulent misrepresentation
- Loss or damage that you suffer if we have not provided services under this agreement with reasonable care and skill and within a reasonable time.

30.2 We are not responsible for:

- Loss or damage that you suffer, including theft or damage to property, because of the actions or omissions of other people who are not our staff, sub-contractors or agents, for example other students or members of the public

- Loss or damage that you suffer because you have not followed instructions, have been negligent or careless yourself or if you have not taken steps that we asked you to take. For example, we may ask you to take action tied to public health measures, under a risk assessment related to any activity, or we may ask you to comply with requirements under an insurance policy.

30.3 We recommend that you insure personal property against loss or damage. Please check whether you have appropriate insurance cover. Insurance may be provided as part of your licence fee in BU accommodation.

30.4 You may be liable to us if you cause damage or loss to our staff, property (including Intellectual Property and software licences) or buildings that is a foreseeable result of your breach of this student agreement or the provisions of any BU rule, regulation, policy, procedure or code of practice or your negligence.

31. Ending or suspending the student agreement

31.1 Your student agreement will end if you cancel or withdraw under paragraph 4 (Cancelling after you accept your offer but before starting your course) or paragraph 5 (Cancellation and withdrawal at the start of your course).

31.2 If you wish to withdraw after your course has started, you must complete Part One of our Withdrawal Form and hand or email it to your Programme Support Office (see the Engagement and Attendance Policy and Procedure (www.bournemouth.ac.uk/important-information, under Conduct and Welfare). There are financial implications if you withdraw. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption).

31.3 If you wish to put your studies on hold after your course has started, you must complete Part One of our Interruption of Studies Request Form and hand or email it to your Programme Support Office (see Interruption of Study: Procedure www.bournemouth.ac.uk/important-information under Conduct and Welfare). It may not always be possible to agree to your request. If you are an international student, the terms of your visa may not allow you to put your studies on hold (see paragraph 31.8). There are financial implications if you interrupt your studies. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption).

31.4 Any suspension or withdrawal from an ESFA funded apprenticeship programme must also be agreed by your employer.

31.5 We may withdraw your offer and end your student agreement if:

- You provided inaccurate or incorrect information (see paragraph 1.4)
- You do not meet all of the academic conditions and non-academic requirements of your offer (see paragraphs 2 and 3)
- The course is withdrawn or deferred before you have enrolled (see paragraph 6.6).

- 31.6 We may withdraw you from your course and end this student agreement, or we may suspend you from your course if:
- You have not met the requirements of your course, including:
 - The academic requirements (see paragraph 19)
 - The requirements for a regulated professions course or placement (see paragraphs 3 and 12.1)
 - Requirements to obtain and complete a placement (see paragraph 12.2)
 - A requirement to be a member of or attend an organisation
 - The eligibility requirements of an ESFA funded programme.
 - You have provided inaccurate or incorrect information (see paragraph 1.4)
 - We require you to withdraw or we suspend you under:
 - The Support to Study Policy and Procedure (paragraph 16)
 - The Fitness to Practise Procedure (paragraph 17)
 - The Student Disciplinary Procedure (paragraph 18)
 - The Academic Offences Policy and Procedure for Taught Awards (paragraph 20)
 - The Research Misconduct Policy and Procedure (paragraph 21)
 - The Engagement and Attendance Policy and Procedure (see paragraph 31.8)
 - You fail to pay tuition fees (for more information see Section 5 on Fees and Charges).

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you put your studies on hold, are withdrawn or suspended.

- 31.7 If you are an apprentice enrolled on an apprenticeship training programme funded by the Education and Skills Funding Agency (ESFA), under the ESFA's funding rules for main providers:
- You will no longer be eligible for funding from the ESFA in the event you become unemployed or self-employed while undertaking the apprenticeship. In these circumstances, we will withdraw you from your apprenticeship training programme, and we will report your withdrawal to the ESFA
 - If you are made redundant by your employer, the ESFA may – depending on the circumstances - continue funding your apprenticeship either temporarily or to completion. You should seek advice from your Programme Leader at the earliest opportunity if this applies to you. If you are made redundant and are no longer eligible for funding from the ESFA, we will withdraw you from your apprenticeship training programme, and we will report your withdrawal to the ESFA.
 - Your eligibility for funding may be at risk if you change employer during the term of your apprenticeship. Failure to promptly notify BU of a planned change of employer will result in withdrawal from the apprenticeship.

- 31.8 We may withdraw you from your course under the Engagement and Attendance Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare) and end this student agreement if:
- You do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your course
 - You do not have or maintain the correct visa or other immigration status to allow you to study at BU, or fail to comply with any conditions attached to your visa, including requirements for placements (see paragraphs 2.6 and 12). We will need to report to the Home Office if we withdraw you for this reason.
- 31.9 In some cases, you may have a right to appeal a decision to require you to withdraw as described in the relevant policy. For example, if you wish to appeal against an academic assessment, you may do so under the Academic Appeals: Policy and Procedure for Taught Awards or the Academic Appeals: Policy and Procedures for Research Awards (see paragraph 22). Guidance and support is available from AskBU (call **+44 (0)1202 969696**, email askbu@Bournemouth.ac.uk, or visit Student Services, Ground Floor, Poole House, Talbot Campus or the Helpzone, Bournemouth Gateway Building, Lansdowne Campus) and from SUBU Advice (**+44 (0)1202 965779** or email subuadvice@bournemouth.ac.uk).

32. General

- 32.1 You must tell us about any changes to your personal information. You must email the Programme Support Office in your Faculty about any updates or changes immediately and update your details on our student record system. If you are studying at a Partner College, you must let the Partner know. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.
- 32.2 We will use the personal information you provide to us and other information about you as described in:
- our Student Recruitment and Admissions Privacy Notice. You will have been provided with links to this notice during the admissions process and you can review it on our website (www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy/student-recruitment-admissions-privacy-notice); and
 - our Student Privacy Notice. You are prompted to read our Student Privacy Notice when you register online and you can review it on our website (www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy/student-privacy-notice).
- You may also be given separate privacy information by us about specific uses of your personal information.
- 32.3 No third party has any right to enforce any of the terms of your student agreement.
- 32.4 This student agreement and any dispute or claim arising out of it or in connection with it are governed by and construed under the English law and subject to the jurisdiction of the English courts.

