

Conditions of Offer

Any offer of a place made to you by Bishop Grosseteste University (“the University”) is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the University:

Payment of fees

1. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
2. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either:
 - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
 - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
 - you have applied for and obtained a discount or remission of fees;
3. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Office at enrolment or as soon as possible thereafter.
4. If you enrol on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
5. If you are self-funding and have to pay your own fees, payment can be made through the Finance Office by using the web address:
<https://payments.bishopg.ac.uk>. Queries can be made by calling 01522 563811.

Accuracy of information

6. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
7. The provision of false or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.

Communications to and from the University

8. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly.

University Regulations

9. By accepting the offer of a place at the University you agree to comply with the provisions of all the University’s Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time (“the Regulations”). The Regulations can be found here:
<http://www.bishopg.ac.uk/about/Governance/Pages/policies-procedures.aspx>
10. The Regulations of which you should be aware include:
 - (a) the University’s expectations as regards student attendance, academic due diligence, academic conduct and academic progress, as set out in the Regulations for the level of your programme of study. Failure to meet these expectations may mean that you are not permitted to progress on your course;
 - (b) the University’s rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the University’s Code of Practice for Assessment of Students and Code of Practice on Academic Misconduct. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion;
 - (c) the University’s rules regarding payment of sums due to the University, which can be found in the Tuition Fee Register, Charges and Student Debt Policy. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case;

- (d) the University's expectations of student behaviour, as set out in the Student Disciplinary Procedure. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University;
- (e) the University's Fitness to Study Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that raise concerns about your fitness and suitability to continue to study;
- (f) the University's rules governing fitness to practice and professional standards, which apply to students on professionally regulated courses leading to or satisfying the conditions of a professional qualification or conferring a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in an investigatory or a disciplinary process which may involve the termination of studies on the professionally regulated course or in the imposition of sanctions, including expulsion from the University; and
- (g) the requirement that applicants to professionally regulated courses and other courses where appropriate undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association.

Depending on the outcome of these checks, you may not be eligible to enrol on these courses:

- (h) the obligation to notify the University immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course or if your circumstances in relation to paragraphs 10 (f) and/or 10 (g) change. Failure to notify could result in termination of the University's contract with you or disciplinary action against you; and
- (i) the University's requirements and expectations regarding the organisation of, responsibility for and conduct during any placement that may form part of your course, as set out in the Partnership Manual (School of Teacher Development) and the Placement Operational Handbook (School of Humanities and School of Social Sciences). Students undertaking independent preliminary visits to placement settings or independent research visits in pursuit of their studies do so at their own risk.

Changes to University Regulations

11. The University reserves the right to add to, delete or make reasonable changes to the Regulations, Rules, Codes, Policies and Procedures where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
 - (a) To review and update the Regulations, Rules, Codes, Policies and Procedures to ensure they are fit for purpose;
 - (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (c) To incorporate sector guidance or best practice;
 - (d) To incorporate feedback from students; and/or
 - (e) To aid clarity or consistency of approach.
12. The University will consult with the Students' Union (SU) before making any substantive changes to the Regulations.
13. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
14. The updated Regulations, Rules, Codes, Policies and Procedures will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

Disclaimers

15. The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:
 - (a) industrial action by University staff or third parties;
 - (b) the unanticipated departure of key members of University staff;
 - (c) power failure;
 - (d) acts of terrorism;

- (e) damage to buildings or equipment;
 - (f) the acts of any governmental or local authority; or
 - (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
16. In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course, providing assistance to students who wish to move to another institution, or by delivering a modified version of the same course. To the full extent that is possible under the general law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
17. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course (including to the content and syllabus of the course, or the location of the course or the method of delivery or assessment of the course) where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. In making such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students as appropriate. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course and, if required, reasonable support to transfer to another course at the University or to another provider.
18. The University does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation.
19. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Data Protection

Principles of data use

20. The University is committed to protecting your personal information when you are using our services, in accordance with the requirements of the General Data Protection Regulation (GDPR), Data Protection Act 2018, and any subsequent legislation or update brought into force from time to time. Details of how your data is handled by the University is available within the University's Fair Processing Policy - Student, Data Protection Policy, and Privacy Policy and at <http://www.bishopg.ac.uk/about/gdpr/>
21. All of the personal information obtained from you and other sources in connection with your application to the University will be held in secure conditions as required by law, and will only be processed, stored or shared where the University has a legal basis to do so.
22. Information is collected, processed, and may be shared by the University during application, enrolment, during courses, and after students leave to enable it to fulfil its obligations to provide the university experience as advertised, this includes but is not limited to:
- administration of your application
 - administration of individual students' journey, including graduation, careers service;
 - the facilitation of placements and projects;
 - provision and management of student and welfare support services, including counselling;
 - provision and management of accommodation, health and safety, and resources and facilities;
 - operation of the University's regulations, policies and procedures.

In addition the information will be used by the University for research, the compilation of statistics and alumni administration.

23. For a full list of the purposes for which the University processes personal data, please see its entry on the register of data controllers held by the Information Commissioner at: <https://ico.org.uk/ESDWebPages/Entry/Z5563337>

Your rights in relation to your personal data

24. From 25 May 2018, UK data protection law gives people a wider range of rights in relation to their personal data. The rights are as follows:

- to be informed (i.e. told how your data will be used, for example by means of a privacy notice)
- of access to your personal data held by an organisation
- to have inaccurate data corrected
- to erasure (known as 'the right to be forgotten')
- to restrict processing of your personal data
- to data portability
- to object
- in relation to automated decision making and profiling

Some of these rights will not apply in all circumstances, but they do give you a good deal of control over how your information is used by organisations such as the University.

If you wish to submit a request to the University under the data protection rights outlined above, please send your request via email: Regulatorycompliance@bishopg.ac.uk or in writing to Registrar, Bishop Grosseteste University, Longdales Rd, Lincoln. LN1 3DY.

25. The information provided in your application will be used by the University for the administration of your application, academic record and student and welfare services, and the operation of the University's Regulations. It will also be used for research and the compilation of statistics.

Sharing your data – Obligations on the University

26. You confirm your understanding that the University may be legally required to return information relating to you to the Office for Students (the University's principal regulator), Higher Education Statistics Agency (HESA), national student loans' companies and other specified agencies which are covered in Article 6 (1)(c) processing is necessary for compliance with a legal obligation to which the University is subject.
27. Your HESA record, which contains details of your ethnic group and any disabilities you have. For detailed information about the information we provide to HESA and how this information is handled, please see the privacy notice on the HESA website: <https://www.hesa.ac.uk/about/website/privacy>.
28. The University may also for a variety of purposes, including fraud and crime prevention or detection, or in connection with immigration and nationality, supply your information to outside organisations where necessary for actions to be carried out in the public interest, or to use official authority given to the university under law. For example, data may be shared with organisations such as the Police; Home Office; Foreign Consulates and Embassies; Local Authorities; the Department for Work and Pensions and its Agencies; other educational establishments; and selected plagiarism services.

Sharing data with your employer

29. Where you are employed by a third party during all or any of the period of your study at the University and the employer has a direct interest in your status as a student at the University (for example your employer is paying for your course), you agree that the University may, without further recourse to you, disclose to your employer information obtained by the University by reason of your admission to the University, your enrolment on and/or your studying towards an award of the University. The information provided to your employer will usually concern your attendance and performance. Special categories of data (e.g. racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning health or sexual orientation) will not be shared with an employer without explicit consent, unless to protect your vital interests as permitted by law (vital interests are intended to cover only interests that are essential for someone's life. So this lawful basis is very limited in its scope, and generally only applies to matters of life and death).

30 You agree that the University may hold and use the information which you supply to it, for the purposes to which these conditions of offer relate. Unless you tell us that you object you also agree that the University may retain such information for information and marketing purposes and may contact you by post, telephone, e-mail and short messaging service with details relating to courses and other products and services. If you do not want to receive information for direct marketing purposes for other courses at the University, please tick the relevant boxes below or complete the enclosed freepost card indicating your preferences.

31. If you do **not** wish to receive information for direct marketing purposes as regards other courses, please tick as appropriate and return to Admissions, Bishop Grosseteste University, Longdales Road, Lincoln LN1 3DY or email admissions@bishopp.ac.uk Name:

Course applied for:

I do not wish to receive information for direct marketing purposes for other courses at the University by:

- By post
- By telephone
- Text message
- By email

Cancellation Rights

RIGHT TO CANCEL

32. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

33. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to admissions@bishopp.ac.uk

34. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

35. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

36. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

37. If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may also be obliged to pay a proportion of your tuition fees.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

38. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation and any additional expenses previously incurred by the University in pursuit of confirmation of your eligibility to enrol, such as fees for DBS checks.

Visa Requirements for Overseas Students

32. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at:

<http://www.bishopp.ac.uk/Documents/Policies%20and%20Procedures%20-%20Governance/2016%20updates/Tier%204%20Compliance%20Policy.pdf>

33. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

General

32. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
33. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
34. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

CANCELLATION FORM

Please fill out this form and send by post addressed to Admissions, Bishop Grosseteste University, Longdales Road, Lincoln, LN1 3DY or send by email to admissions@bishopp.ac.uk.

I hereby give notice that I wish to cancel my contract with the University to study the course commencing in September 2019.

Name of student: _____

Student number: _____

Course title: _____

Address of student:

Signature of student: _____

Date: _____