

University of Bradford Student Contract 2025-2026

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This document sets out the Terms and Conditions which apply when you accept an offer of a place on a programme of study at the University of Bradford.

These Terms and Conditions represent an agreement between you and the University. It is your responsibility to read them and make sure you understand them. If you have any questions or concerns about these Terms and Conditions, you should contact us by email at mybradford@bradford.ac.uk before accepting the offer, or at any other time.

Definitions

- Academic session means the period of academic study that is denoted by the academic year in which you start your studies, for example if you start in January 2025 the Academic Session is 2024/2025.
- Academic year means the period 1 August to 31 July in any given year.
- Accept an offer of a place means to confirm via UCAS that the University is your firm or insurance choice, or to confirm directly to the University that you accept an offer.
- Applicant means a person who has applied for a programme of study at the University.
- Both parties means you and us.
- Cancellation means the cancellation of the contract by appropriate notice from you to us as set out in clauses 25 to 29. After cancellation, both parties will treat the contract as not having been made.
- **Composite fees** means tuition fees together with any examination, registration, or other fees payable in respect of the programme for which you are enrolled.
- **Contract** means this agreement between you and us together with documents referred to within the contract.
- Confirmation of a place means that you have met the required conditions of the offer, and the
 University is confirming that conditions have been met and that you may enrol on your chosen
 programme of study.
- **Educational services** means tuition, learning opportunities, examination, assessment, pastoral support, and other related services as shown in our prospectus, on our website and in the relevant programme literature.
- **Enrol** means to confirm that you intend to actively study during the academic session and for every subsequent year of study and to confirm that you have reminded yourself of the Terms and Conditions set out in this contract via the enrolment portal.

- **e:Vision** is an online system which allows students to log into their record within the University's Student Record System, view and update their personal data and undertake some University processes.
- **Exit Award** means an award which is made in recognition of the credit achieved by a student who has not achieved sufficient credit to be awarded the target qualification for the programme on which they originally enrolled.
- Programme means programme of study.
- **Provisional enrolment** means a student who has enrolled with the University for the academic session, thereby confirming that they intend to study during the academic session and that they agree to the Terms and Conditions set out below, but who has yet to satisfy one or more requirements of enrolment (for example a valid DBS check).
- **Register** means to accept the offer of a place on a programme of study, satisfy any conditions which we may impose for acceptance to the University and enrol for the first time.
- **Registered student** means a student who has accepted the offer of a place on a programme, has satisfied any conditions which we may impose for acceptance to the University and has enrolled at least once.
- **Rules:** the conditions of this contract and the University's <u>Ordinances</u>, <u>Regulations</u>: and <u>Policies</u> that apply to students.
- **Student who has deferred** means a student who has deferred their first enrolment point to a time in the future.
- **Termination** means the early end of the contract after the appropriate notice from you or us.
- Terms and Conditions means the clauses contained in this Contract.
- Tuition Fees means the fees chargeable for a student's programme of study.
- University means the University of Bradford.
- We/us/our means the University.
- Withdrawal of an offer of a place means that an applicant has not met the required conditions of the offer, and the University is therefore withdrawing its offer.
- You/your means either an applicant who has accepted an offer of a place on a programme of study and to whom this contract applies, or a registered student of the University and to whom this contract applies.

Student Contract

Section A: General Information

- We want you to get the best out of your time at the University. To ensure your experience with us is successful, enriching, and memorable, both parties must recognise that we owe obligations to each other. When you accept an offer of a place on a University of Bradford programme (either by accepting us via UCAS as your firm or insurance choice or by confirming directly with the University) you are entering into a contractual relationship with us.
- 2. It is important that you understand the nature of this contractual relationship and to what you are agreeing by entering into it.
- 3. These terms and conditions contain important information about your contract with the University of Bradford including:
 - the basis upon which we will provide educational services
 - our legal obligations to you
 - your legal obligations to us (including to pay Fees)
 - what your relationship is with both us and the University
 - when we can make changes to the Contract; and
 - when the Contract may be terminated by you or us.
- 4. Your obligations include declaring all relevant information at application, pursuing your programme diligently and abiding by our rules as set out in this contract and the documents to which it refers.
- 5. Our obligations are to deliver educational services and to support you to achieve your full potential. Together with the documents referred to in this contract, this contract sets out the basis on which the University will provide you with these educational services.
- 6. Once you have enrolled for the first time you will be considered to be registered for the duration of your period of studies. You will need to enrol through the enrolment portal for each academic session in which you intend to study. Each time that you enrol, you will be asked to accept the Terms and Conditions set out in this contract, including any changes to this contract for the academic session in which you are enrolling, by ticking a box in the enrolment portal.

Section B: How the Contract is formed between you and the University and obligations on both parties

7. By accepting the offer of a place on a University of Bradford programme, you accept this contract and the Terms and Conditions set out in this document in full, and confirm that you are intending to take up your place on a programme of study and that you agree to abide by our rules, as detailed in our ordinances, regulations and policies. By ticking the box relating to this contract on the enrolment portal, you are confirming again that the information you have provided to us is accurate, that you are intending to study your chosen programme and that you agree to abide by our

rules, as detailed in our ordinances, regulations, and policies.

- 8 This contract applies to the provision of educational services to you by the University. There are occasions and circumstances in which it may be necessary to make changes to this contract and to the documents referred to in this contract. Such changes are rare and normally made to assist and support the proper delivery of educational services. Details about how we may make changes during your time with us are set out in Section H below.
- 9. In entering into this contract with you, we agree to deliver your programme, subject to the Terms and Conditions set out in this contract, in accordance with the descriptions set out in our prospectus, and the programme literature relevant to your chosen programme. Our Student Protection Plan, which is published on our website, also provides details of the steps we take to manage and mitigate any risks associated with the delivery of your programme.
- 10. We also commit not to make changes to the Student Contract which are unfair and which are not in line with the principles we set out in Section H i.e. that changes will only be made where they are advantageous to students (e.g. to improve clarity, for the maintenance of academic standards (e.g. to comply with the Quality Code), or to secure our good operation and legal or regulatory compliance (e.g. to comply with a change to the law). If you have any questions about the changes to the contract, you can raise them by emailing mybradford@bradford.ac.uk.

Section C: Applications

- 11. We will issue you with an Offer Letter which will set out details of the offer of your place on a course of study with us. The Offer Letter will contain important information about:
 - the educational services we will provide to you.
 - details about the composite fees payable by you for each/an academic session. Please
 note that to complete your programme, you may need to study for a number of academic
 sessions and so the composite fees in the letter may not be the total for the entirety of
 your programme.
 - the duration of the programme and the contract; and
 - details of any conditions that will apply to your contract.
- 12. The offer letter and these Terms and Conditions set out any specific requirements that you will need to comply with to allow you to start your course. Some of these conditions will need to be complied with throughout all of your time with us. If you fail to comply with any of these requirements at any time, we may terminate the contract. Further information on some conditions is set out below.
- 13. Please note that the continuation/continuity of the contract is dependent on you meeting, and continuing to meet, all conditions set out in the offer letter and as otherwise specified in this contract.
- 14. It is your responsibility to ensure that all information you provide to us (or that may be provided on your behalf) is and remains true, accurate, complete, and not misleading. If any information you provide to us proves to be untrue, inaccurate, incomplete, or misleading, we may be entitled to withdraw your offer of a place on a programme or to terminate the

contract with you.

- 15. To accept the offer, if you have applied through UCAS, you must log on to the UCAS Hub (https://accounts.ucas.com) where you can make your response once you have received decisions from all of your university choices. If you have applied direct to the University, you must log on to the Applicant Portal to accept your offer.
- 16. The University understands the transformational nature of Higher Education and is committed to supporting the key principles of the Rehabilitation of Offenders Act 1974, the Data Protection Act 2018, and UK General Data Protection Regulation. It is also obliged to do everything reasonably within its power to protect the personal security of all members of the University (staff and students), visitors and members of the wider community, within which the University operates. Applicants to undergraduate programmes regulated by Professional, Statutory and Regulatory Bodies will be asked to declare convictions through the UCAS process and will be subject to a Disclosure and Barring Service (DBS) check. We also have some postgraduate courses that require a DBS check. If this applies to you it will be specified in your offer letter. For details of convictions that should be declared in line with the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, please see the following webpage: https://unlock.org.uk/advice/what-will-be-disclosed-on-abasic-check/. If you apply to one of these regulated programmes, your offer of a place is conditional upon the outcome of this check. If you enrol before this check has been completed, your enrolment will be regarded as provisional until the check has been undertaken. Where the DBS check indicates a spent or unspent conviction, caution, reprimand or warning etc. held on the Police National Computer, the University will consider this in accordance with the Applicant and Student Criminal Conviction Policy and if your conviction is deemed incompatible with the programme, we may withdraw our offer, offer a different programme or terminate this contract (for further information on DBS checks please see the Government's **DBS** Website.)
- 17. For all other applicants, there is no requirement to disclose any criminal convictions. We are, however, committed to providing a supportive environment, and to providing support to any applicant who requires it as a result of a prior criminal conviction. We therefore encourage you to contact us as soon as possible if you require support so that this can be arranged. Where such a disclosure is made, we will use this information only to determine any support we need to provide to you to assist you with your studies. Any information will be treated as confidential, and it will only be shared with relevant staff for the purposes of providing this support.
- 18. Applicants to some programmes regulated by Professional, Statutory and Regulatory Bodies will also be asked to complete a satisfactory occupational health screening to assess their ability to successfully complete the programme. If you apply to one of these regulated programmes, your offer of a place is conditional upon the outcome of this screening.
- 19. If you are unable to take up the offer of a place and wish to defer to the following academic year, you should make a written request to the Admissions Office at admissions@bradford.ac.uk or through the Contact Us section of the Applicant Portal no more than six months after the original start date of the programme. The normal maximum length of deferral which will be considered will be one year. The University cannot guarantee that it will be possible to defer your place, and therefore there is no contractual right to defer. In considering requests for deferral, we will consider any changes in entry criteria for the academic session to which you have asked to defer as well as our intentions regarding the

future operation of our programmes. We may turn your request down if you are unable to meet known changes to entry criteria or if we are not intending to run the programme in a subsequent academic year.

- 20. If you require a visa to study in the UK, you must comply, by the deadlines set, with all requests for information and documentation to support the issuing of a Certificate of Acceptance for Studies (CAS) by the University. This will include the receipt of an advance payment or acceptable sponsorship letter. It is your responsibility to ensure that you have sufficient financial resources to meet Home Office requirements and the University may request evidence of this before agreeing to issue a CAS. The University reserves the right to refuse to issue a CAS when it is not satisfied that your visa application will be successful.
- 21. The University endeavours to maintain an enabling environment which is safe and conducive to teaching, learning and research and the well-being of all. We welcome applications from prospective students with disabilities and other support needs. If you have a disability or a long-term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. There is no obligation to disclose a disability or long-term health condition to us, and any such information will only be used for the purposes of ensuring that support is put in place to support you to study.
- 22. The University is committed to delivering a high quality, fair admissions process. In the unlikely event that you wish to appeal or complain about any aspect of the admissions process you should follow the procedure set out in the <u>Admissions Appeals and Complaints Procedure</u>. If you have any queries about this procedure, please contact complaintsandappeals@bradford.ac.uk.
- 23. We publish a <u>Student Transfer Plan</u> which sets out the arrangements we have in place for you to:
 - transfer from the University of Bradford to another Higher Education Institution.
 - transfer to the University of Bradford from another Higher Education Institution; or
 - transfer internally between programmes of study within the University of Bradford.
- 24. We publish an <u>Access and Participation Plan</u> which sets out how we will improve equality of opportunity to access, succeed in and progress from study at the University.

Section D: Cancellation/withdrawal and refunds

- 25. You have the right to cancel this contract without penalty within fourteen days of agreeing to it.
- 26. If, after you have enrolled, you decide to withdraw from the University and cancel this contract, you are advised to speak to your Faculty who can give you advice as to the available options. If you decide to proceed with withdrawal and cancellation, you must notify us. We provide an online form for you to do this in e:Vision. We will refund any fees already paid by you (or by any third party on your behalf) on a pro rata basis as set out in *Composite Fee Liability Policy* which is available on the University's *Paying tuition fees webpage*.
- 27. It is standard practice for the University to collect deposits from international students, if after the fourteen-day period, an applicant decides against taking up their place at the University, the deposit will be repaid minus a £200 administration fee. If significant or fraudulent

- misrepresentations are found within the application, the University reserves the right to withhold up to 50% of an applicant's deposit.
- 28. Your end date is the date your notification of withdrawal is received in writing by the University (e.g. via the form in e:Vision), or a later date if advanced notification is given by you that you intend to withdraw at a date in the future. Your withdrawal date is not your final date of attendance at the University. Failure to notify the University of your intention to withdraw (e.g. via the form in e:Vision), will mean that you continue to be liable for fees until such time as you do notify us of your intention to withdraw. Refunds of fees for any period for which withdrawal was not notified will not be made.
- 29. If you choose to withdraw from your programme, you will be awarded any academic credit and exit awards for the academic assessment you have successfully completed in accordance with the relevant University' Regulations and subject to there being no outstanding composite fees or incomplete procedures (such as Fitness to Practise Procedures). Any award/credit you are eligible for will be processed as part of the regular assessment cycle as overseen by Boards of Examiners.

Section E: Cancellation and refunds relating to distance selling under Consumer Contract Regulations

- 30. If this contract has been made between us by means of distance communications (i.e. if up to the point when you will place a tick in the box to state that you have read, understood and accepted the Terms and Conditions of this contract there has been no face-to-face contact between us, or visit to our University, or if your only contact with us has been via one of our representatives e.g. an overseas agent), you are entitled to cancel the offer of a place to study with us and this contract by writing to us within fourteen days from the date of the beginning of week 1 (or the first week of delivery where a programme does not start in week 1) (please refer to our *University Semester Dates* webpage) by notifying us using the online form provided in e:Vision.
- 31. In the event of cancellation, we will refund any fees and charges already paid by you (or by any third party on your behalf) within thirty days of processing your cancellation, in accordance with the University's *Composite Fee Liability Policy* which is available on the University's *Paying tuition fees webpage*.
- 32. Where applicable you agree to return any benefit, for example scholarships and grants you may have received as a result of your application together with any study materials and any documentation provided by us to you; and you will bear all the costs associated with doing so.

Section F: Your obligations

- 33. You are required to:
 - comply with the terms and conditions of this Contract
 - keep all information provided to us (including Your contact details) up to date and notify us promptly of any changes in Your information by updating e:Vision
 - meet any and all conditions set out in Your Offer Letter and as specified in these Terms and Conditions and (where relevant) continue to satisfy them throughout the period of your registration with us.
 - pay all Fees and additional costs when due (see Section I), and

• comply with all rules as amended from time to time including in respect of your conduct (see Section J) and engagement with the programme.

Section G: Our obligations to you and the services we will provide

34. We will:

- provide educational services
- provide these services to you with reasonable care and skill, and
- notify you of any changes to the contract as soon as reasonably practicable and in accordance with Section H below.

Section H: Changes to programmes and educational services

- 35. We will use our best endeavours not to make any changes to our programmes, either before you start or during the academic year for which you enrol. However, there are occasions where some changes may be necessary to assist and support the proper delivery of educational services. The types of changes we might make to a programme include changes to title, content, or location of delivery. We would usually only make changes where they are reasonable and necessary and where they are:
 - advantageous for students, for example where a change will enable us to keep our teaching up to date and aligned with the latest research developments in the subject.
 - for the maintenance of academic standards, for example where a change is required to maintain compliance with the <u>UK Quality Code for Higher</u> <u>Education</u> or the <u>Office for Students' Conditions of registration</u>;
 - required to secure our good operation or for legal or regulatory compliance, for example
 if a change is required to maintain a Professional, Statutory or Regulatory Body
 accreditation, or to comply with new legal requirements; or
 - in response to circumstances beyond our control which affect our ability to perform our obligations, for example in the event of a national or global pandemic.
- 36. The University continually reviews its procedures to ensure that they are fair. We will use our best endeavours not to make any changes to our procedures or University Regulations during the academic year for which you enrol. However, there are occasions where some changes may be necessary. We would usually only make changes where they are reasonable and necessary and where:
 - the changes to procedures would make them easier for you to follow.
 - the changes are required to maintain compliance with sector- wide quality assurance requirements.
 - the changes are advantageous to you, for example, changes which make a procedure more accessible; or
 - the changes are in response to circumstances beyond our control which affect our ability to perform our obligations, for example in the event of a global or national pandemic.
- 37. We will inform you of any changes at the earliest opportunity, explaining the reason for the change. We will also maintain a register of changes.
- 38. We will also use our best endeavours to commit to running all the programmes we advertise and make offers for. However, there are occasions when we may need to withdraw,

discontinue, or suspend a programme. For example, we may need to withdraw, discontinue, or suspend a programme if the number of students who have applied for the programme are insufficient to be viable, if there is a change to the law, regulatory framework or Professional, Statutory and Regulatory Body requirement which we are unable to meet, or where academic approval has not been achieved. If we do need to withdraw, discontinue, or suspend a programme we will inform you as soon as possible, we will explain the reason for doing so and we will endeavour to offer you a suitable alternative programme. You will also have the option to be released from this contract and, where you have paid any fees in advance, to receive a full refund. Where you have already commenced studying a programme, refunds will be made in line with our *Composite Fee Liability Policy*.

- 39. If you are unhappy with any changes we make to a programme after you have started studying it, you have the right to:
 - request a transfer to an alternative and appropriate programme of study in the University. Whilst we will endeavour to provide this, we cannot guarantee that this will be possible.
 - pursue a complaint about this through the <u>Student Complaints Procedure</u>;
 - withdraw from the programme and terminate this contract. We will provide you with an appropriate refund of your composite fees calculated pro rata in accordance with our Composite Fee Liability Policy which is available on the University's Paying tuition fees webpage.
- 40. We publish a <u>Student Protection Plan</u> which sets out the steps we take to ensure that you can continue with and complete your studies, or can be compensated if this is not possible. This includes the provisions made in paragraphs 35-39 above, along with wider provisions we make to protect you should more fundamental changes be made.

Section I: Fees

- 41. The University reserves the right to amend its tuition fees annually. For undergraduate Home students, we will only amend our fees in line with Government policy and parliamentary regulation. For all other students we will review and amend our fees to take account of the costs of delivering educational services, and our market position. You will be advised of any changes to fees as soon as reasonably practicable, and in advance of the academic session for which you enrol. Where you are enrolling with the University for the first time, the tuition fee level set out in your offer letter will apply (unless you defer your place, in which case the revised tuition fee for the year you enrol for the first time will apply).
- 42. The University will charge composite fees as advertised, for your programme of study and in your offer letter. How and when your fees are paid will depend on whether you or a sponsor pays the fee (see our <u>Paying Tuition Fees webpage</u> for further details).
- 43. If you decide to defer your programme of study, you will be charged the composite fee rate for the year in which you commence your programme. You will receive notification of this from the University when you confirm your deferment.
- 44. When you accept our offer of a place, you accept our decision in relation to your fee status and about whether you are eligible to pay home student tuition fees or overseas student tuition fees. This decision is based on the information you provide in your application about nationality and residence, and, in the case of undergraduate students, the residential category you select via UCAS. If you think our decision is incorrect or there is a material change in your circumstances, you must contact the Admissions Office prior to enrolment by emailing admissions@bradford.ac.uk. More information can be found on the University's Fees

Assessment webpage.

- 45. You are responsible for your own living expenses. You must therefore ensure that you have access to the necessary funding before the start of your programme. You must not assume that financial assistance will be available from the University of Bradford except where you have received written confirmation of a University of Bradford award or studentship. Any specific requirements attached to that award or studentship will be set out in the letter of confirmation.
- 46. You are responsible for the timely payment of composite fees. The dates for the payment of tuition fees and instalment fees and those for any required deposits are shown in the Composite Fee Liability Policy and information on charges and paying fees is available on the University's Paying tuition fees webpage.
- 47. If you make an agreement to make payments by instalments on agreed dates, you must make payment on or before those dates without further notification from us.
- 48. It is your responsibility to ensure that all composite fee payments to the University are paid at the appropriate time irrespective of any undertaking by a third party, such as a sponsor, to pay composite fees on your behalf. You will become liable for payment of your composite fees should the sponsor not pay. In addition to the composite fees, you may be required to pay additional costs such as laboratory coats, equipment, printing and copying charges, library fines or replacement charges, mandatory field trip costs. Full details of the additional costs are detailed either on our website on your specific programme web pages. You are responsible for the timely payment of any additional costs.
- 49. The sanctions for failure to pay any part of the composite fees are set out in the Procedures Relating to Students with Composite Fees Debt. Please note that the ultimate sanction for non-payment of the composite fees will be the termination of this contract and, where debt remains outstanding, we may employ the services of a Debt Collection Agency to collect outstanding fees. The University reserves the right to pass on to you the costs associated with debt recovery.

Section J: Student conduct

- 50. The University has a <u>Code of Conduct for Student Members of the University (Ordinance 16)</u>. If you breach the code, we may deal with the matter under our <u>Student Disciplinary Procedure</u> and this could lead to a fine, suspension, expulsion or other decisions against you.
- 51. Additional standards of professional behaviour are expected of you if you are studying for a qualification which is recognised and/or accredited by a Professional, Statutory and Regulatory Body for the purposes of registration as a professional (for example in health care or social care). These are set out in our <u>Student Fitness to Practice Procedure</u>. If you breach these standards, we will deal with the matter in accordance with the Procedure. We may also be obliged to share the information with the relevant Professional, Statutory and Regulatory Body, and this may affect your ability to further study or practice the profession in the future.
- 52. In applying all policies, the University will always have due regard to equality and diversity and will ensure that these procedures are applied fairly and equitably.

Section K: When and how our contract can terminate

53. The contract and relationship between you and us will end:

- if you withdraw from the University.
- if you are expelled in accordance with the <u>Health, Wellbeing and Fitness to Study Policy and Procedures</u>, <u>Student Disciplinary Procedure</u> or the <u>Student Fitness to Practise Procedure</u>, subject to your right to appeal under these procedures;
- if you are required to withdraw as a result of a decision reached by the Board of Examiners regarding your academic performance as set out in the <u>University's Regulations</u>, subject to your right to appeal as set out in the <u>Admission Appeals and Complaints Procedure</u>.
- if you fail to pay the composite fees in accordance with <u>Composite Fee Liability Policy</u> and <u>Payment of Fees</u> both of which are available on the University's <u>Paying tuition</u> fees webpage and <u>Procedures Relating to Students with Composite Fees Debt</u>;
- if between accepting an offer and starting your programme there is a change in your circumstances and you are no longer eligible to take up your place of study, subject to your right to appeal under the University's <u>Admission Appeals and Complaints Procedure</u> against an aspect of their Admission Process;
- if your circumstances change and you are no longer eligible or able to comply with: the requirements for you to register for your programme; the conditions in the offer letter; this contract; or the University's rules, subject to your right to appeal under the relevant procedures.
- if, as a student who is studying with us and who is subject to compliance with UK Visa and Immigration regulations, your right to University sponsorship and right to study is revoked or your continuing to study puts us in breach of any requirements and legal obligations of the immigration requirements.
- 54. Once you have enrolled and are a registered student with us, you have the right to submit a complaint under the <u>Student Complaints Procedure</u> on all aspects of your experience at the University for which we are responsible. This includes matters relating to the Students' Union.
- 55. On the termination of this contract, we will refund any composite fees and charges that are due to you on a pro rata basis in accordance with the <u>Composite Fee Liability Policy</u> which is available on the University's <u>Paying tuition fees webpage</u>.

Section L: Liability

- 56. We will be liable to you for any loss or damage you suffer if we either fail to carry out our obligations under this contract or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence) that is a foreseeable result of our breach. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 57. We are not responsible for any loss or damage that is:
 - not foreseeable, or
 - which is caused by you or a third party over whom we have no control.
- 58. We cannot accept responsibility and we will not be liable to you for:
 - all damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets, and laptops) unless caused by our negligence.

- personal injury or death unless it is caused by our negligence; or
- loss of opportunity and loss of income or profit, however arising.
- 59. We do not exclude or limit in any way our liability for:
 - death or personal injury caused by our negligence or the negligence of our employees, agents, or sub-contractors.
 - fraud or fraudulent misrepresentation; or
 - any other matter which we are not permitted to exclude or limit our liability by law.
- 60. We will not be liable to you for events outside our reasonable control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control may include:
 - significant changes to Higher Education funding if legislation is passed.
 - any control, law, direction or measure imposed, administered or issued by any governmental, statutory or regulatory body relating to the control of disease, closure of businesses or premises, or control of movement of people, goods or services or a restriction on transfer of any of the same imposed or administered as a response to an outbreak of disease or as a means of preventing the significant transmission of a disease; or
 - a change in law which means we are no longer legally allowed to provide services to you.

In such circumstances, we reserve the right to change or cancel parts, or all, of your programme. We will nevertheless provide students notice of any proposal to rely on this clause and will work to ensure that any impact on you is limited as far as possible, within the terms of this contract and in line with our obligations.

Section M: Intellectual property (IP)

- 61. We undertake not to assert any rights on intellectual property generated by undergraduate students during your programme. However, our assistance may be available to you if you wish to pursue exploitation of this IP in which case the rights may be more appropriately assigned to us, in whole or in part.
- 62. For postgraduate students, we claim ownership of all intellectual property which is devised, made, or created by you engaged in study or research at the University. The University pursues specific research themes which it intends to commercialise and generate impact within a wider context. In order to achieve this, the University requires the ability to control all IP generated within the University which may relate to those themes. This is to ensure that the situation does not arise where the University cannot create the desired impact due to a small piece of related IP being outside of its control which may be integral to the whole.
- 63. Our rights under clauses 62 and 62 above in relation to any specific piece of IP may be waived or modified by agreement in writing with both parties concerned. This may occur when IP is not to be exploited by us in which case the rights may be assigned to the inventor. However, we retain the right to receive a revenue share of any net income if or when the IP is exploited.
- 64. We acknowledge that in certain circumstances, external funding including but not limited to; research council, charities, companies, and other institutions may have an impact on the ownership of IP generated. This will be dealt with appropriately, on a case-by-case basis.

Section N: Data protection and information sharing

- 65. We process (i.e. collect, hold, use and disclose) personal data subject to the UK General Data Protection Regulation (UK GDPR) and our own regulations, policies, and procedures. This personal data includes special categories such as data relating to health, race, and religion.
- 66. The information the University holds is provided by you and collected from other organisations (e.g. UCAS) for a number of purposes, including academic, administrative, statistical and health and safety matters as well as its statutory functions.
- 67. Most of this information is processed because it is necessary for the performance of this contract, but other reasons to process may also apply.
- 68. The information provided in your application will be retained by the University and used for the purpose of processing your enrolment and added to your student record after you have enrolled.
- 69. Any special category personal data (such as medical information or details of race, religion, sexual orientation etc.) will be handled and stored in accordance with the relevant data protection principles and legislation. It may be necessary to share some such information with a limited number of University staff, for example, we may need to share data with staff in Disability Services to enable us to put relevant support in place for you.
- 70. For more information on how the University uses your information please refer to the <u>Student</u> <u>Privacy Notice</u>.
- 71. We disclose your personal data to third parties: these include, but are not limited to, organisations such as UK Visas and Immigration (UKVI), the Higher Education Statistics Agency, plagiarism detection services (Turnitin), Debt Recovery Agents (if you have outstanding debts), Local Authorities, the Police, prospective employers (who may wish to verify enrolment, subject studied and University awards) and Professional, Statutory and Regulatory Bodies for (the purposes of professional accreditation). All such sharing takes place in accordance with data protection law.
- 72. If we have a serious concern about your health and/or wellbeing or a safeguarding concern, we may disclose this to relevant professional services, such as NHS Services, Local Authority Safeguarding Services, or the Emergency Services. We may also contact the emergency contact you have specified in e:Vision where you have provided these details.
- 73. If you are sponsored by a third-party sponsor for the purposes of your tuition fees, the sponsor may ask us to disclose information about your academic performance and progression with them on a regular basis. You will be asked whether you agree to our sharing your information with your sponsor when you confirm to us that your fees are being paid by a sponsor. If you do not agree to this, we will not disclose this data, however this may mean that you are ineligible for sponsorship, and you should check with your sponsor whether this will be the case.

Section O: Health, safety, and wellbeing

- 74. You have a legal duty to take reasonable care to avoid injury to yourself. You must:
 - make yourself aware of the <u>Health, Wellbeing and Fitness to Study Policy and</u> <u>Procedures</u> and follow its requirements.
 - cooperate with us in health, safety, and wellbeing matters.

- not carry out any activity that may harm yourself or others.
- not interfere or misuse anything provided for health, safety, and wellbeing.
- report all accidents and incidents.
- · participate in health, safety and wellbeing training as required, and
- raise any issues (including health conditions which may affect or be affected by your study) with your Personal Academic Tutor (PAT) and/or student support services in the Directorate of Learning Teaching and Student Experience.

Section P: IT facilities

- 75. You will have the use of our IT facilities while you are a registered student with us and maintain the required payments for your composite fees. You must be aware of and observe the rules governing such use as set out in the <u>Acceptable Use of IT Policy</u> and supporting policies relating to the use of our IT services,
- 76. These rules include your responsibility to use our facilities within the law, not to share your IT credentials, not to do anything that will put the University's IT infrastructure at risk, not to waste resources, and to safeguard personal data.

Section Q: General

- 77. If any section of this contract is or becomes void or unenforceable it will not affect the validity or enforceability of the other sections of this contract.
- 78. This contract is personal to you. A person who is not party to the contract (including without limitation any party that is responsible in whole or part for your composite fees or any agent appointed by you to support your application) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 79. Failure to enforce any of the sections in this contract will not constitute a waiver of any section and will not affect our right to enforce that or any other section.
- 80. Any notice or other information that is required to be given by us relating to this contract between us must be in writing and may be given by hand or sent by post or email to the email contact details you have provided to us and/or your student email address. Any notice or other information that is required to be given by you about this contract between us must be in writing and may be given by hand or sent by post to The University of Bradford, Bradford, West Yorkshire, BD7 1DP, United Kingdom or by email to the Academic Registrar (academicregistrar@bradford.ac.uk) for the University.
- 81. We will only communicate with you via the contact details contained within e:Vision: this means your postal address, your University email address, any personal email address and any telephone numbers you supply in e:Vision . You will be responsible for informing us of any changes to your contact details by updating your details in e:Vision. Any notices or information sent to the last email and postal address provided by you will be deemed to have been properly given.
- 82. You are responsible for making your own arrangements for accommodation and insurance of your personal belongings for the duration of your studies. The University does not own or manage any accommodation; any arrangements relating to accommodation will be subject to separate agreements with relevant third parties and

- are explicitly not covered in this contract. The University works with <u>Unipol</u>, a student housing charity, that can provide advice and guidance in respect of student housing.
- 83. This contract shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales. You are therefore agreeing to submit to the non-exclusive jurisdiction of the English courts.

Section R: If things go wrong

- 84. We are committed to providing you with an experience which is successful, enriching, and memorable, but we recognise that occasionally you may be dissatisfied with aspects of your experience. We welcome feedback and would encourage you to contact us to discuss any problems or concerns you have, so we can help to resolve these quickly.
- 85. If you are an applicant, you can make a complaint to us using the <u>Admission Appeals and Complaints Procedure</u> which is intended to resolve any complaint you may have in relation to the application process. Under the Procedure, you are required to notify us within one calendar month of the aspect or decision regarding your application to study a University of Bradford that you are dissatisfied with. It may impact upon our ability to resolve your complaint effectively and in a timely manner.
- 86. If you have enrolled and you are a registered student, you may use the <u>Student Complaints Procedure</u> which is intended to resolve any complaints by you as promptly, fairly, and amicably as possible. Under the Procedure, you are required to notify us within one calendar month of the error or omission you are unhappy about. If you do not notify us within this timescale, it may impact upon our ability to resolve your complaint effectively and in a timely manner.
- 87. If you are unhappy about an academic decision relating to your studies, you may make an <u>Academic Appeal</u> to request a review of the decision. You are required to submit your appeal within three weeks of the decision that you wish to appeal.
- 88. If having followed the <u>Student Complaints Procedure</u> or the <u>Academic Appeals</u> process to completion, you remain dissatisfied; you have the right to make a complaint to the <u>Office of the Independent Adjudicator for Higher Education</u>. If you choose to do this, you should do so as soon as possible and must do so no later than twelve months of the date on which the University issues you a Completion of Procedures letter, using the Scheme Application Form. The University will provide details of how to make a complaint to the Office of the Independent Adjudicator in the Completion of Procedures Letter. The Students' Union are able to advise and support you in making a complaint to the Office of the Independent Adjudicator.

Useful email addresses

Any questions about these Terms and Conditions:mybradford@bradford.ac.uk

If you require this document in an alternative format: marketing@bradford.ac.uk.

If you have any questions about the changes to the contract: mybradford@bradford.ac.uk.

If you wish to defer to the following academic year: admissions@bradford.ac.uk.

If you have any queries about the complaints procedure: complaintsandappeals@bradford.ac.uk.

If you think our decision is incorrect or there is a material change in your circumstances: admissions@bradford.ac.uk.

Any notice or other information that is required to be given by you in writing: academicregistrar@bradford.ac.uk

Useful University webpages/documents

Acceptable Use of IT Policy: https://www.bradford.ac.uk/media-v8/site/governance/policies-and-statements/Acceptable-Use-Policy.pdf

Access and Participation Plan: http://www.bradford.ac.uk/app

Admission Appeals and Complaints Procedure: https://www.bradford.ac.uk/academic-misconduct-appeals-and-student-complaints/admissions-appeals-and-complaints/

Applicant and Student Criminal Conviction Policy: https://www.bradford.ac.uk/about/legal-and-governance/policies-statements/applicant-and-student-criminal-convictions-disclosure-policy/

Code of Conduct for Student Members of the University (Ordinance 16):

https://www.bradford.ac.uk/media-v8/site/governance/ordinances/Ordinance-16-Conduct-of-Student-Members-of-the-University-July-2021.pdf

Paying Tuition fees webpage: https://www.bradford.ac.uk/money/fees/paying-fees/

Fees Assessment webpages: https://www.bradford.ac.uk/money/fees/fee-assessment

Health, Wellbeing and Fitness to Study Policy and Procedures: https://www.bradford.ac.uk/media-v8/site/governance/policies-and-statements/Health-Wellbeing-and-Fitness-to-Study-Policy-and-Procedures.pdf

Procedures Relating to Students with Composite Fees Debt: https://www.bradford.ac.uk/media-v8/site/governance/policies-and-statements/Procedures-Relating-to-Students-with-Composite-Fees-Debt.pdf

Academic Appeals: https://www.bradford.ac.uk/academic-appeals/ Student Complaints Procedure: https://www.bradford.ac.uk/academic-misconduct-appeals-and-student-complaints/ misconduct-appeals-and-student-complaints/

Student Disciplinary Procedure: https://www.bradford.ac.uk/about/legal-and-governance/policies-statements/regulation-28-student-disciplinary-procedure/

Student Fitness to Practise Procedure: https://www.bradford.ac.uk/about/legal-and-governance/policies-statements/student-fitness-to-procedure/list-of-programmes-subject-to-the-student-fitness-to-practise-procedure/

Student Privacy Notice: https://www.bradford.ac.uk/about/legal-and-governance/data-protection/notices/student-privacy-notice/

Student Protection Plan: https://www.bradford.ac.uk/about/legal-and-governance/policies-statements/student-protection-plan/

Student Transfer Plan: https://www.bradford.ac.uk/governance/policies-and-statements/student-transfers/

University Ordinances: https://www.bradford.ac.uk/about/legal-and-governance/governance/ordinances/

University Policies: https://www.bradford.ac.uk/about/legal-and-governance/policies-statements

University Regulations: https://www.bradford.ac.uk/about/legal-and-governance/governance/regulations/

University Term Dates: https://www.bradford.ac.uk/term-dates/

Useful external websites

Office of the Independent Adjudicator for Higher Education: https://www.oiahe.org.uk/

Office for Students: https://www.officeforstudents.org.uk/

UK Quality Code for Higher Education: https://www.qaa.ac.uk/the-quality-code

Government's DBS Website: https://www.gov.uk/government/organisations/disclosure-and-barring-service

Convictions that should be declared in line with the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013:

https://unlock.org.uk/advice/what-will-be-disclosed-on-a-basic-check/

Unipol: https://www.unipol.org.uk/home