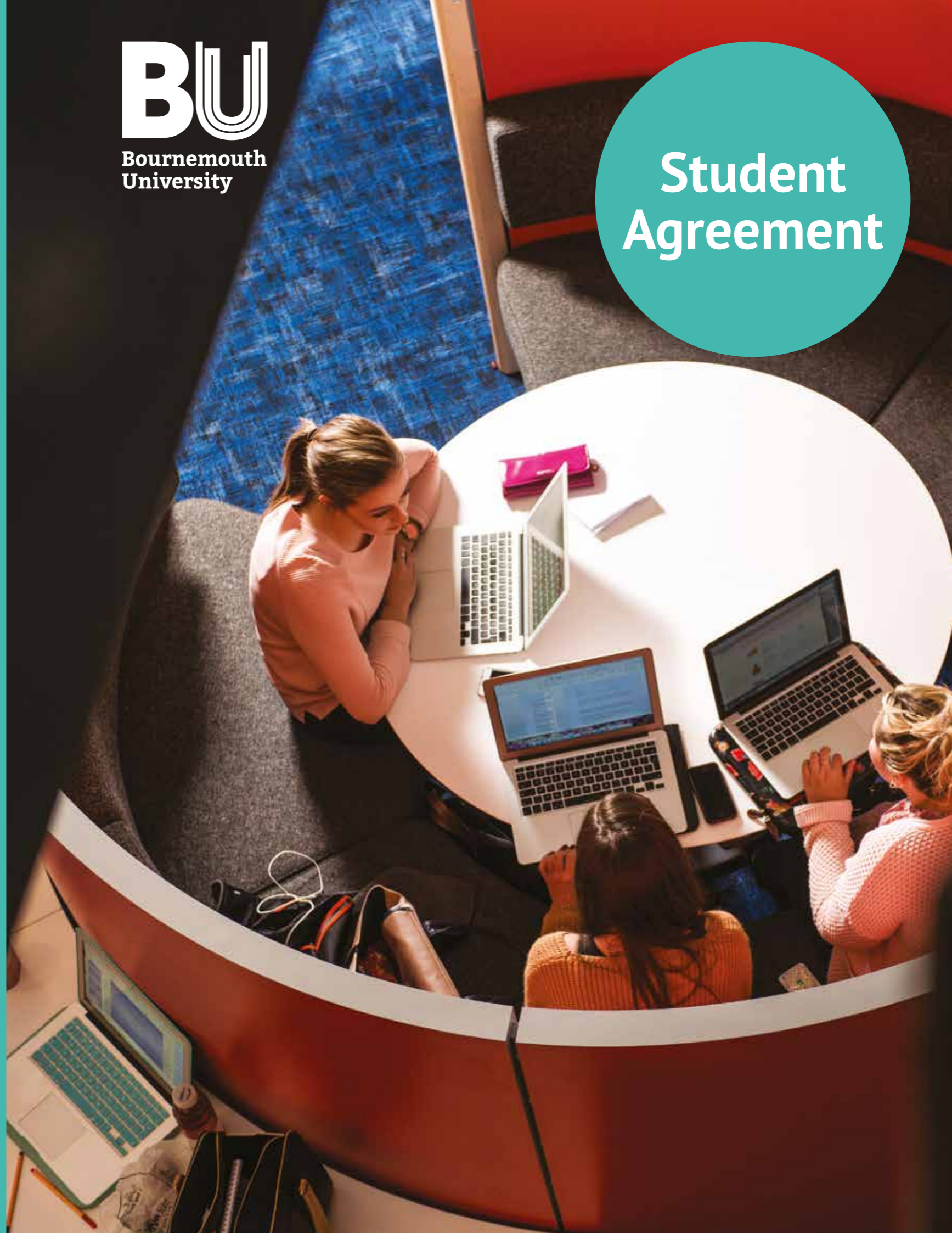




Bournemouth  
University

# Student Agreement



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7147-08/15-xxx<sup>®</sup>

# Introduction

**W**e know that you are given a lot of information when you are starting university.

We have decided to put the information about rules and the legal bits 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.

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.

You may have other contractual arrangements with us, such as arrangements for accommodation or other services that you use while you are at BU. These will be separate arrangements.

If you are a postgraduate student undertaking a research degree, there are separate terms that relate specifically to your research and your funding.

You may also have other contractual arrangements with other organisations, such as a sponsor or funder, the NHS if you are on an NHS 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](http://www.subu.org.uk)

If you are studying at one of our Partners, 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. However, some of BU's procedures, such as complaints and academic offences, will apply to you. You may be required to follow the Partner's procedure before you can escalate the issue at BU. We have noted this in this student agreement where it is relevant.



If you are not quite sure how any of it works, please talk to us. Call askBU on **01202 969696**, or email [askBU@bournemouth.ac.uk](mailto:askBU@bournemouth.ac.uk).

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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 Different procedures apply, as described on our website.
  - For undergraduate courses, you will usually need to apply via the Universities and Colleges Admissions Service (UCAS: see [www.ucas.ac.uk](http://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 should apply to BU's Graduate School.
- 1.2 You will need to meet certain requirements when preparing your application. We give more information on our website and in our admissions policies and procedures ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Admissions). There may be 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 and using transparent academic and non-academic entry requirements to support judgements made during the selection process.
- 1.4 If you have not given up to date, accurate or complete information, we may not continue with your application. If the 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. The procedure is described in the Fraudulent Applications: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Admissions).
- 1.5 We will apply the standard selection criteria when considering students who need additional learning support. Please contact us if you may need additional learning support so that we can explain what support may be available to you ([www1.bournemouth.ac.uk/discover/student-life-support/academic-support/additional-learning-support](http://www1.bournemouth.ac.uk/discover/student-life-support/academic-support/additional-learning-support)). Please contact us as soon as you can so that we can make sure you are able to make the most of your opportunities at BU. You may need to contribute towards the cost of an assessment and there are limits on the support that the UK government will fund. We might need to ask you to contribute to funding your support. If you are not a UK based student, you may not be eligible for any UK public funding.

- 1.6 We may make you an offer for a different course, or pass your application to one of our Partners to consider, if we believe when we review your application that a different course would be more suitable for you. We will let you know if we do this.
- 1.7 We use contextual data to assess the academic achievement and potential of applicants with the aim of identifying the best candidates. We only consider categories of contextual data (such as being in care, living in a low participation area or an area with less advantaged socio-economic characteristics) if there is evidence that these factors have an effect on academic achievements. You can find more detail about our fair access and widening participation policy here: [www1.bournemouth.ac.uk/study/undergraduate/apply/what-we-look/contextual-data](http://www1.bournemouth.ac.uk/study/undergraduate/apply/what-we-look/contextual-data).

### 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 and the other information we give to you with the offer. You will only be able to take up your place if you meet the academic and other conditions and requirements for admission. Examples of admission requirements include:
  - for some courses, a check on criminal convictions is required (see paragraph 3.2 for more information about this check);
  - requirements for NHS professional courses (see paragraph 3);
  - we require a certain level of English language competence;
  - you may need to meet the requirements of a professional body or regulator; and
  - references or other academic qualifications.
- 2.2 When you accept your offer, you will agree to this student agreement. If you do not meet all of your conditions, please contact us to discuss your options.
- 2.3 We may also need you 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance).

2.4 If you are an international student, you will need the correct visa to study in the UK and you will need to comply with the requirements of your visa. You will not be able to start your course if you do not have the correct visa. There are also restrictions on placements for international students (see paragraph 12.2). If your visa is removed or expires we will have to report to the Home Office and withdraw or suspend you from BU until the matter is resolved (see paragraph 31.6). For more information, see <http://studentportal.bournemouth.ac.uk/help/immigration-visas/index.html>.

### 3. Specific requirements for NHS and professional courses

3.1 If you have applied for an NHS professional course or a course with requirements relating to practise placements, you may need to pass an Occupational Health check. As part of this check, you will need to be tested for certain diseases as required by UK Department of Health guidance. There is further information in the non-academic entry requirements section on the relevant course information on our website ([www.bournemouth.ac.uk/courses](http://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, you may not be allowed to attend practice placements and we may withdraw you from your course. You cannot appeal against the immunisation requirements.

3.2 We will also need to check that you do not have relevant criminal convictions. If you are/have been resident in the UK, an Enhanced Disclosure and Barred list check must be completed before you can start 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 a Disclosure certificate or police check highlights a criminal conviction, we will ask you to provide further information. Our Fitness to Practise/Reasonable Adjustment Panel will consider it under our Criminal Convictions Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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](http://www.bournemouth.ac.uk/courses)). We will also send you information with your offer. Placements are arranged by the Faculty's placement team with placement providers and will be split over several placement providers and locations. Although your term time address and method of transport are considered when allocating placements, you may have to travel over large areas and you may therefore need to find short-term accommodation for your placement. See paragraph 12 for more information about placements.

### 4. Cancelling after you accept your offer

4.1 You have the right to change your mind and withdraw from your student agreement within 14 days of accepting your offer from us. If you want to withdraw during this 14-day cancellation period, you must contact your admissions administrator 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, telephone, or by sending a cancellation form. You can use our model cancellation form (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance), but you do not have to use this form.

4.2 If you paid any fees or a deposit when you accepted an offer, and you withdraw within 14 days of accepting the offer from us, we will refund those fees or 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 want to postpone your start at BU, you must contact your admissions administrator as soon as possible using the details at the top of your offer letter. You may be able to defer entry until the following academic year or the next intake for your course, but this may not always be possible. See the Attendance Monitoring and Withdrawal: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare). If you want to defer for more than one intake we may ask you to re-apply, and if you have paid a deposit we will not refund it unless you cancel within 14 days of accepting the offer. See paragraph 24.4 for more information about refunds if you postpone your start.

### 5. Cancelling and withdrawing at the start of your course

5.1 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 you register with us.

5.2 If you want to withdraw, you must contact your admissions administrator 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, telephone, or by sending a cancellation form. You can use the model cancellation form (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance), but you do not have to use this form.

5.3 If you withdraw within 14 days after you register, we will refund any fees that you paid on registration. We will not refund the deposit that you paid when you accepted the offer, unless exceptional circumstances apply. 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.

5.4 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 Loan Company or other financial support. See paragraph 28 (Financial arrangements on withdrawal or suspension).

### 6. Changes before you register

6.1 The course information on our website ([www.bournemouth.ac.uk/courses](http://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.

6.2 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 them in exceptional circumstances. For example, we might have to change entry requirements for courses that lead to a professional qualification or registration if this is required by the professional body or regulator.

6.3 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 Framework and Programme Approval, Review and Closure: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Changes to Courses). If we have planned a review for a course, this is noted in the course information on our website ([www.bournemouth.ac.uk/courses](http://www.bournemouth.ac.uk/courses)).

We may also make changes under the Framework and Programme Modifications: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Changes to Courses). These changes will not affect the nature, focus or purpose of the course.

6.4 We will normally make changes only if the overall effect of the changes is not significant and 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).

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

If a significant 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 have paid one. There may be limits or conditions on the offer.

### 7. Admissions appeals

7.1 If you want to appeal an admissions decision, you should follow the procedure set out in the Recruitment, Selection and Admissions Appeals and Complaints: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Admissions). You will need to email [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 working days of being told that your application was unsuccessful. You can only appeal about processes and procedures, if there is evidence of bias, prejudice or improper assessment or if there is relevant new information available that was not included in your application. You cannot appeal against matters of academic judgement.

7.2 You can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third

Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)). If you have applied to a Partner for a course validated by BU, you will need to appeal to the Partner. Please contact us if you are not sure (call askBU on 01202 969696, or email [askBU@bournemouth.ac.uk](mailto:askBU@bournemouth.ac.uk)).

7.3 We will aim to write to you with our response within 10 working days. If you are not satisfied with this response, you may ask for a review within 10 working days. We will aim to respond with the outcome of the review within 10 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 email [complaints@bournemouth.ac.uk](mailto:complaints@bournemouth.ac.uk). You should make your complaint 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 for a course validated by BU, you will need to complain to the Partner. Please contact us if you are not sure (call askBU on 01202 969696, or email [askBU@bournemouth.ac.uk](mailto:askBU@bournemouth.ac.uk)).

8.2 We will aim to respond within 20 working days of receiving the complaint. If you are not satisfied with the outcome, you may ask for a central review by emailing [complaints@bournemouth.ac.uk](mailto:complaints@bournemouth.ac.uk) within 10 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 Recruitment, Selection and Admissions Appeals and Complaints: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Admissions) for more information.

8.4 You can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints)

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.

## 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.

#### 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. If you wish to discuss any equality matters or participate in activities whilst studying at BU, please contact the Equality and Diversity Adviser at [diversity@bournemouth.ac.uk](mailto:diversity@bournemouth.ac.uk).
- 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 involved in research, 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Research). Breaches of these Codes may result in action under the Academic Offences Procedure or the Misconduct in Academic Research: Policy and Procedure. See paragraphs 20 and 21 for more information about academic offences and research misconduct.
- 9.4 Please note paragraph 29 (Events outside our control). We will not be liable or responsible if we are unable to perform, or we have to delay performance of, any of our obligations because of an Event Outside Our Control.

#### 10. Health, safety and security

- 10.1 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 infectious disease you should tell us as soon as possible and not attend until you have been told that it is safe to return. See <http://studentportal.bournemouth.ac.uk/health/medical-centre/contagious-diseases.html> for more information.

- 10.2 You must comply with any instructions given by BU about health and safety and fire safety (for more information see [www1.bournemouth.ac.uk/discover/student-life-support/transport-safety](http://www1.bournemouth.ac.uk/discover/student-life-support/transport-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
  - Wear suitable overalls or protective clothing as directed by staff
  - Make sure that a risk assessment is carried out where it is relevant to your activities and comply with any requirements set out in any risk assessment.
- 10.3 You must not smoke or use electronic cigarettes in BU's buildings, at entrances to our buildings or within 5 metres of our buildings. You must not smoke in any vehicles owned or operated by or on behalf of BU. You also must not smoke or use electronic cigarettes in any public area that is substantially enclosed (including the bus shelters).
- 10.4 BU has policies relating to the abuse of drugs and alcohol (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare). If you do not comply with these policies, we may take action under the Student Disciplinary Procedure (see paragraph 18).
- 10.5 Please be aware of security at all times. If you become aware of an intruder, or of someone acting in a suspicious manner, at BU you should report the matter immediately to staff.
- 10.6 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.
- 10.7 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.
- 10.8 All vehicle users at BU must comply with traffic signs and notices and with instructions. We have rules for car parks and cycle facilities (see <http://studentportal.bournemouth.ac.uk/services/transport/terms-and-conditions.html>). We may take action under the Student Disciplinary Procedure if you do not comply with these rules.

## 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: <https://www1.bournemouth.ac.uk/discover/library/using-library/rules-policies> or <http://www.bournemouth.ac.uk/library/using-the-library/rules-policies.html>. 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 27.3 for more information about sanctions.

BU is licensed to allow some copying of copyright materials, which would otherwise constitute a breach of copyright. You must comply with the conditions of the licence by following the detailed instructions, posted near each Library photocopier. You must record all photocopying as described in these instructions. Further information about copyright is available at <https://www1.bournemouth.ac.uk/discover/library/using-library/copyright>.

11.2 **Information, computing and technology.** When using BU's information technology (IT) facilities, you must comply with the Use of Information Technology Rules ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under ICT) and the associated policies, regulations and procedures. These rules apply to all computer and telecommunications networks including telephone, wireless and internet services used by or provided by BU.

You must not give third parties access to BU resources. Additional rules or restrictions may apply to some resources, facilities, software, hardware or services, for licensing or other reasons. For example:

- BU access to the Internet is via the Joint Academic Network (JANET). All users must be aware of and comply with the JANET Acceptable Use Policy (<https://community.ja.net/library/acceptable-use-policy>)
- We may have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. Information will be made available about these restrictions, and if you are intending to use any resources for a purpose that is not directly required for your study, you must check whether any restrictions apply and comply with any guidance that we give you
- You must not use BU's network, resources or services for any illegal purpose, such as harassment, malicious activity or fraud.

If you do not comply with the ICT Rules, we may apply sanctions, and we may stop you accessing resources. Breaches of the ICT Rules may also result in action under the Student Disciplinary Procedure (see paragraph 18).

11.3 **Smart cards:** When you enrol, you will get a smart 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 01202 969696, or email [askBU@Bournemouth.ac.uk](mailto:askBU@Bournemouth.ac.uk), call the library on 01202 965959 or email [LibSupp@bournemouth.ac.uk](mailto:LibSupp@bournemouth.ac.uk)). We will charge you for a replacement card.

## 12. Placements

12.1 **Placements in the Faculty of Health and Social Sciences.** Students on professional courses in the Faculty of Health and Social Sciences can find information about compulsory integrated learning placement periods in the course information on our website ([www.bournemouth.ac.uk/courses](http://www.bournemouth.ac.uk/courses)). We will also send you information with your offer.

Placements are arranged by the Faculty's placement team with placement providers. Placements will be split over several placement providers and locations. See our Placements: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Placements for more information). Although we consider your term-time address and method of transport when allocating placements, you may have to travel over large areas to reach placements. You may need to find short-term accommodation for your placement.

If you are on an NHS professional course, NHS bursaries may be available to help with these costs. See paragraph 25.2 for more information.

12.2 **Placements for other undergraduate students.** All undergraduate, full-time, first degrees will include a compulsory placement or the opportunity to do an optional placement. If your course includes a compulsory placement, there is information in the course information on our website ([www.bournemouth.ac.uk/courses](http://www.bournemouth.ac.uk/courses)). You are responsible for finding and applying for placements. Your Faculty will support you with this, and see our Placements: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Placements).

If you undertake a 40-week placement, you will have to pay a reduced tuition fee for that academic year. 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](http://www.bournemouth.ac.uk/courses)) and we sent 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 <http://studentportal.bournemouth.ac.uk/help/immigration-visas/index.html>. 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 or suspension) for more information about fees, refunds and access to funding if you are withdrawn.

## 13. 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](http://www.bournemouth.ac.uk/courses)) and in the Student Handbook that we give 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 limits on timetabling, staffing or facilities, or the number of places on the unit.

13.2 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 Framework and Programme Approval, Review and Closure: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Changes to Courses)
- We may also make changes under the Framework and Programme Modifications: Policy and Procedure (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Changes to Courses). 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.

13.3 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).

13.4 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 significant change to information in the Student Handbook 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 13.5. Examples of significant changes are:

- A change of award or course title
- A change in the aims or outcomes of a course or unit
- A change in the place of delivery
- A major change to information about assessment or learning and teaching methods (we will not normally consult students about changes to information that was marked as indicative).





- 13.5 If a proposed significant change will affect current students as described in paragraph 13.4, we will not implement it for current students unless we obtain the written agreement of at least 75% of the affected students. We will inform the affected students and seek written agreement from at least 75% of them (per level, per course). We will make reasonable efforts to obtain student support for the changes and we will inform the affected students if we implement the changes.
- 13.6 If we make a significant 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 significant 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.
- 13.7 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. We will manage and maintain academic quality and standards and provide appropriate learning opportunities.

#### 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 See the Intellectual Property Policy for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 (these are dealt with under the Code of Practice on Harassment ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare).

- 15.3 If you are studying at a Partner, you must follow the Partner's complaints procedures before raising a complaint with BU. If you are not satisfied when you have completed all the stages of the Partner's complaints procedures, then you can raise the matter for review by BU (as a central stage review as described in paragraph 15.9), and will then have the right to a hearing and to complain to the OIA as described in paragraph 15.11.
- 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 courses, 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 advisor) at each stage. See the Third Party Involvement: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints) for more information. You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)).
- 15.7 The Student Complaints: Policy and Procedure has three stages, a local stage, a central review stage and a hearing stage. Most complaints can be resolved by discussing the matter directly with the staff concerned (this is the local stage). You can only ask for a central review once you have completed the local stage.
- 15.8 **Complaints procedure: local stage:** Most complaints can be resolved by an informal discussion with an appropriate member of staff. You should complain to the Faculty/Professional Service directly. You must provide evidence, which should be as detailed as possible, to enable the Faculty or Professional Service to investigate. If a complaint is not resolved informally, you should complain within one month by email to the Faculty or Professional Service. Except in exceptional circumstances, we will not consider a complaint that you make later than this. Contact details are available on the website – please mark your email as a complaint. The Faculty or Professional Service will investigate each complaint 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: central review stage:** If you are not satisfied with the response you receive, you should complete the Student Complaints Form (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You should send the form to [complaints@bournemouth.ac.uk](mailto:complaints@bournemouth.ac.uk) within 10 working days of the date of the local stage response. You must give details of the complaint and the outcome you want, and explain what you have done to resolve your complaint. You will need to provide copies of all the local stage correspondence.

If you are under 18 when you complain, we will usually write to your parent/guardian when your complaint reaches the central review stage and keep them informed of progress. You can ask us not to do this.

We will normally acknowledge your complaint within five working days. If the complaint is not within the scope of the policy, we will write to you and give you the reasons. If the complaint is within the scope of 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 of receipt of your complaint form. We will tell you if there is a delay and keep you informed of progress.

- 15.10 **Complaints procedure: hearing stage:** If you are not satisfied with the outcome of the central review stage, you may ask for a complaint hearing. You must send your request to [complaints@bournemouth.ac.uk](mailto:complaints@bournemouth.ac.uk) within 10 working days of the date of the central review response, explaining why you are not satisfied with the central review response.

We will consider the complaint and any action taken to resolve it and decide whether to refer the matter to a complaint hearing. If we decide not to refer the complaint to a hearing, we will write to you and give you the reasons. If we decide to hold a complaints hearing, we will normally hold it within 20 working days and we will normally give you 10 working days' notice. If you are not able to attend, we will try to re-schedule it, but in some circumstances we may go ahead without you or we may reject the complaint.

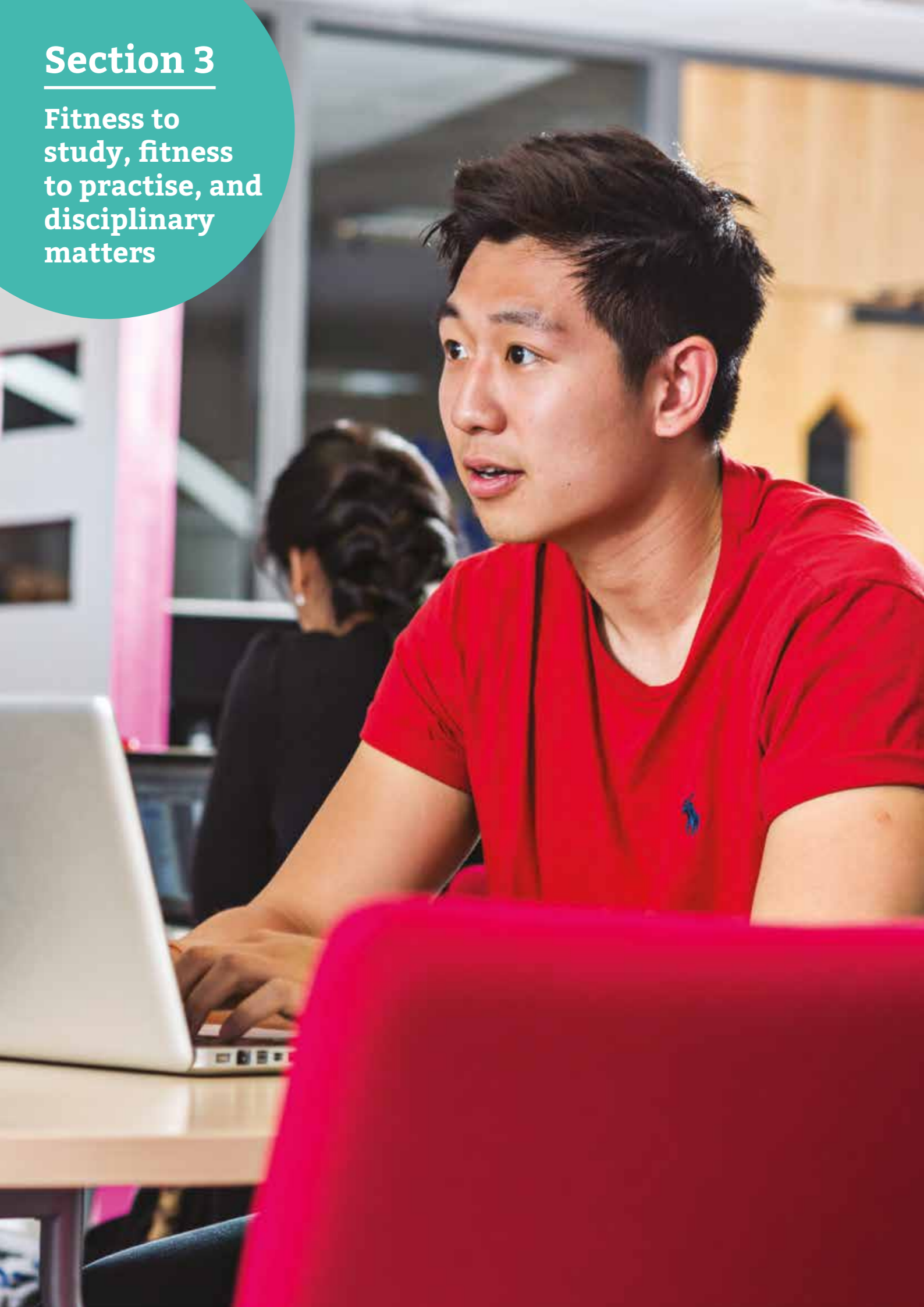
If the complaint is about the actions of a member of staff, that person is informed of the substance of the complaint, is entitled to comment on or respond to the complaint and may attend or be represented at the complaint hearing.

Normally we will tell you the Complaint Panel's decision within one hour of the end of the hearing, and we will write to you within five working days. If there is a delay, we will tell you and keep you informed of progress. If the complaint is not upheld, we will write to you and give you reasons.

- 15.11 **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 (see [www.oiahe.org.uk](http://www.oiahe.org.uk)).

## Section 3

### Fitness to study, fitness to practise, and disciplinary matters



#### 16. Fitness to study

- 16.1 We are committed to an ethos of equality and inclusivity and aim to promote positive mental health and well-being 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 get support to realise your full potential and complete your studies.
- 16.2 We may take action under the Fitness to Study Procedure (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 fitness to study procedures can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third Party Involvement Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)). The Head 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.
- 16.6 **Fitness to study: initial step:** We will ask you to meet an appropriate member of staff to discuss the concern, unless the matter raises serious and immediate concerns. We will give you information about where to get support.

If the concerns are not resolved, or the staff member believes that there is a high risk to you or to others, the Head of Student Services will review the matter. The Head of Student Services will meet with you and may invite other relevant staff members to that meeting. At the meeting, we will ask you to agree an action plan and a date to review your progress.

If you do not follow the action plan or further issues arise, or if your behaviour raises serious and immediate concerns, the Head of Student Services will be informed and paragraph 16.7 will apply.

- 16.7 **Fitness to study: case conference:** The Head of Student Services will carry out a risk assessment. The Head of Student Services may ask for a meeting and an action plan as in paragraph 16.6. If the Head of Student Services 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 5 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 fit to study. You will need to provide medical evidence. The Head of Student Services 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 or suspension) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

- 16.8 **Fitness to study appeals**  
You may appeal against a decision to suspend you by emailing [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 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 10 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 Fitness to Study Procedure is carried out, you can complain under the Student Complaints Procedure (see paragraph 15).

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](http://www.oiahe.org.uk)).

## 17. Fitness to practise

17.1 If your course is intended to provide access to a regulated profession, such as an NHS professional course, your fitness to practise is assessed under our Fitness to Practise: Procedure (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 NHS Protect for investigation.

17.3 Anyone involved in Fitness to Practise procedures can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto: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 5 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.

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, we will not record it.

17.5 **Fitness to practise panel:** 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 10 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 5 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 file.

17.6 **Fitness to practise: penalties:** The Fitness to Practise Panel may refer a matter to a professional body. 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 or suspension) 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 or suspension) for more information about fees, refunds and access to funding if you are withdrawn or suspended. If you are on an NHS professional course, you will need to notify the NHS Bursaries Office, see paragraph 28.3.

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 [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 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](http://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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare).
- 18.2 Anyone involved in disciplinary procedures can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto: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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Accommodation)
  - Fitness for professional practice (see paragraph 17 (Fitness to Practise))
  - Academic failure (see paragraph 19 (Assessment))
  - 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
  - Repeated or aggravated academic offences.
- 18.5 We will normally report any suspected criminal offence to the police.

- 18.6 **Disciplinary suspension:** If an allegation of misconduct is made against you or criminal proceedings are taken against you, we may suspend you until we have completed disciplinary action against you 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. 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 18.12). See paragraph 28 (Financial arrangements on withdrawal or suspension) for more information about fees, refunds and access to funding if you if you are suspended.
- 18.7 **Disciplinary: initial review:** The Head of Student Services will review the matter and will normally have an initial meeting with you within 5 working days. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may decide to take no further action or to continue with disciplinary action. The Head of Student Services may suspend you while we take action (see paragraph 18.6).
- 18.8 **Disciplinary: summary process:** If you agree, the Head of Student Services may deal with the matter without a Disciplinary Panel. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may seek and review other evidence, and will then meet you to review the matter.

If the Head of Student Services 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 18.10. The Head of Student Services may impose penalties (other than withdrawal). See paragraph 18.11 for more information about penalties.

The Head of Student Services will write to you to confirm the outcome of the meeting. You can appeal against the decision and any penalty (see paragraph 18.12).

- 18.9 **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 or Poole Borough Council will deal with these issues. If the Council issues an abatement notice, you can appeal under the Council's own procedures. You are guilty of misconduct under the Student Disciplinary Procedure if an abatement notice is issued. We will normally impose a standard penalty (e.g. volunteering, £50 fine). Any money we raise from fines goes towards community projects. You may ask for a review of the penalty under the Student Disciplinary Procedure and if you are not satisfied with the review, you can appeal (see paragraph 18.12).
- 18.10 **Disciplinary hearings:** If a matter is not dealt with under the summary procedure described in paragraph 18.8, 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 10 working days' notice.

The person who reported the matter will normally attend. 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 5 working days.

- 18.11 **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 (usually applicable only if the misconduct relates to examinations or assessed work)
  - Withdrawing you from your course.

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

- 18.12 **Disciplinary appeals:** You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 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 after following the appeals procedure, you can to 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](http://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 that we give 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Assessment. See paragraphs 21 and 22 of this student agreement for information about Academic Offences and Misconduct in Academic Research.

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 Mitigating Circumstances including Extensions: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Mitigating Circumstances) and the Code of Practice for Research Degrees ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Research).

19.2 Detailed rules apply to examinations. For example:

- You will not be permitted to enter an examination if you do not have your smart 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Assessment).

19.3 Additional Learning Support will give you information about support that may be available to you including making allowances

in assessment ([www1.bournemouth.ac.uk/discover/student-life-support/academic-support/additional-learning-support](http://www1.bournemouth.ac.uk/discover/student-life-support/academic-support/additional-learning-support)). There are deadlines that apply if you need support for assessments or examinations.

### 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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
- 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 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 minor offence.
- 20.5 If you are studying at a Partner, 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 an NHS professional course, the Fitness to Practise procedure will apply (see paragraph 17).
- 20.6 Anyone involved in procedures relating to academic offences can be supported or represented by a third party (but not normally a legal advisor) at each stage (see the Third Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)).
- 20.7 **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 made small errors, 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 hold an Academic Offences Panel in your Faculty or a University Academic Offences Board, depending on how serious it is.
- 20.8 **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 10 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 5 days before the hearing. Mitigating circumstances will not usually be grounds for excusing an academic offence. We will only consider mitigating circumstances if you raised them under the usual procedure and within the timeline set out in the Mitigating Circumstances including Extensions: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Mitigating 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 5 working days.

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

- 20.9 **Penalties for academic offences:** The 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 (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 or suspension) for more information about fees, refunds and access to funding if you are withdrawn.

- 20.10 **Academic offences appeals:** The decision of the 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](mailto:appeals@bournemouth.ac.uk) within 10 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 Academic Offences Panel/Board. We will write to you about the outcome of this hearing.

## 21. Misconduct in academic research

- 21.1 Allegations of misconduct in research, including research elements of taught courses are dealt with under the Misconduct in Academic Research: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Research).
- 21.2 There is a separate 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 Misconduct in Academic Research: Policy and Procedure if they are suspected of a serious breach of research ethics.
- 21.3 Research misconduct includes (but is not limited to):
- Piracy: deliberate exploitation of ideas from others without 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
  - A serious breach of research ethics as defined in the Research Ethics Code of Practice ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Research) that is not dealt with under the Student Disciplinary Procedure.

- 21.4 Allegations of research misconduct should be made to the Deputy Vice-Chancellor. We will carry out a preliminary investigation and may ask for further information. The Deputy Vice-Chancellor may appoint a representative to act on their behalf at any stage. We will take reasonable steps to:
- Protect the anonymity of a person who alleges research misconduct if this is 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.
- 21.5 If there is an allegation of research misconduct against you, you may be suspended until proceedings are 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 advisor) at each stage: see the Third Party Involvement: Procedure for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Complaints). You can also contact SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)).
- 21.7 **Misconduct in academic research: first step:** If the Deputy Vice-Chancellor concludes there are no grounds to suspect research misconduct then we will not take any action. If there is enough evidence to indicate the

possibility of research misconduct then an investigation team will be appointed. The Deputy Vice-Chancellor will write to you about the allegation and you must suspend your research until the procedure ends.

- 21.8 **Misconduct in academic research:** formal stage: The investigation team will interview you and the person who made the allegation. The investigation team will make a recommendation to the Deputy Vice-Chancellor. The Deputy Vice-Chancellor will consider the recommendation and 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](mailto:appeals@bournemouth.ac.uk) within 10 working days of the date you are told the outcome. If we take action against you under disciplinary or assessment procedures you can appeal under those procedures.

An Academic Misconduct Appeals Panel will consider your appeal and whether to arrange a hearing. We will hold a hearing if there is new information that was not available to the Investigation Team or if you have alleged that the investigation or the decision did not follow the proper procedure.

The decision of the Appeals Panel is final and there can be no further appeal within BU. We will write to you about the outcome of the Appeals Panel hearing within 5 days.





## 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 (Taught Awards): Policy and Procedure (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Appeals).
  - Research awards: Academic Appeals: Policy and Procedures for Research Awards (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Appeals).
- 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:
- There was a significant irregularity or significant administrative error in the assessment procedure
  - The assessment was not conducted as required by the regulations
  - There is evidence of bias, prejudice or improper assessment by the examiners
  - Your performance was affected by illness or other mitigating factors (see paragraph 22.3)
  - For research awards, that supervision did not meet standards in the Code of Practice for Research Degrees (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 Mitigating Circumstances including Extensions: Policy and Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Mitigating Circumstances) and the Code of Practice for Research Degrees ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Research).
- 22.4 The academic appeals procedures have three stages, a local stage, a central review stage and a hearing stage. Most appeals can be resolved directly by your Faculty (this is the local stage). You can ask for a central review only if you have completed the local stage. You can be supported or represented by a third party (but not normally a legal advisor) at each stage: see the Third Party Involvement: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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: local stage:** You must appeal within 10 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 10 working days. We will tell you if there is a delay and keep you informed of progress.

22.7 **Academic appeals: central review stage:** If you are not satisfied with the response you receive, you should complete the Academic Appeals Form ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Appeals/Associated Forms). You should send the form to [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 working days of the local stage response. You must give details of the reason for the appeal and the outcome you are seeking, provide evidence of the grounds for your appeal and explain what you have done to resolve the issue. You will also need to provide copies of the correspondence so far.

We will normally acknowledge your appeal within five working days. We will consider whether the appeal is within the grounds set out in the policy (see paragraph 22.2). 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.

22.8 **Academic Appeals: hearing stage:** If you are not satisfied with the outcome of the central review stage, you may ask an Appeals Board to consider your appeal. You must email your request to [appeals@bournemouth.ac.uk](mailto:appeals@bournemouth.ac.uk) within 10 working days of the central review response explaining why you are not satisfied with the response.

We will decide whether the appeal is within the grounds set out in the policy (see paragraph 22.2) and whether to hold an Appeals Board. If we decide that your appeal is not within these grounds, we will write to you and give you the reasons.

If we decide to hold an Appeals Board, we will normally hold it within 20 working days and we will normally give you 10 working days' notice of the date. If you are not able to attend, we will try to re-schedule, but in some circumstances, we may go ahead without you.

We will normally tell you the decision of the Appeals Board within one hour of the end of the hearing and we write to you with the outcome within 5 working days. If your appeal is not upheld, we will give you reasons. If there is a delay, we will tell you 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/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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](http://www.bournemouth.ac.uk/courses)). 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, even if you are sponsored by a third party, have applied for a student loan or a third party is paying them.

UK and EU students taking an undergraduate course may be eligible for a tuition fee loan from the Student Loan Company. If your loan application is accepted, the Student Loan 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 Loan Company has its own rules and procedures and you must follow these. You will need to apply to the Student Loan 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.

The tuition fees for students on NHS-commissioned professional courses within the Faculty of Health and Social Sciences 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 give you if you apply for one of these courses. NHS bursaries may also be available to help with other costs. See paragraph 25.2 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 27 (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 three instalments if your course lasts for at least one full academic year and you pay online by debit/credit card. There are further details in the Fees Policy ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 31.4 or 31.5, you will need to pay tuition fees up to the date of withdrawal or suspension. The table in the Fees Policy shows the calculation (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance). If you have paid more fees than are due to us, we will refund them. 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-EU taught postgraduate applicant you must pay a £2,000 deposit. 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 when you enrol.

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.

24.3 At the discretion of the Director of Finance and Performance, we may refund a deposit if you withdraw from your course in exceptional 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 or suspension) and our Fees Policy ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance).

24.4 If we have agreed that you can defer your start date (see paragraph 4.3), we not return your deposit. 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 be 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. For more information, see the Attendance Monitoring and Withdrawal: Procedure, [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare.

## 25. Scholarships and discounts

25.1 There are details of all bursaries, scholarships, loans and grants on our website. See: [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance.

25.2 For students on NHS professional courses, NHS bursaries may be available in some circumstances. You will need to agree separate arrangements with the NHS for NHS bursaries. You can find out more from the NHS Bursaries Office ([www.nhsbsa.nhs.uk/students](http://www.nhsbsa.nhs.uk/students)).

25.3 You may be eligible for a discount – see the Fees Policy for more information ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Finance). You may be eligible for more than one discount 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.

## 26. Financial difficulties

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 fines and/ or charges you should contact the library Help Zone, call the library on 01202 965959 or email [LibSupp@bournemouth.ac.uk](mailto:LibSupp@bournemouth.ac.uk).

If you are having difficulty paying any other debts to BU contact our Finance helpline on 01202 961600 or email [fees@bournemouth.ac.uk](mailto: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 Director of Finance and Performance and/or a delegated officer. 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 You can find information on financial support for students suffering financial hardship:

- For UK and EU students, at [www1.bournemouth.ac.uk/study/undergraduate/fees-funding/uk-eu-student-finance/additional-financial-support-uk-students](http://www1.bournemouth.ac.uk/study/undergraduate/fees-funding/uk-eu-student-finance/additional-financial-support-uk-students)
- For international students, at [www1.bournemouth.ac.uk/study/undergraduate/fees-funding/international-student-finance/additional-financial-support-international-students](http://www1.bournemouth.ac.uk/study/undergraduate/fees-funding/international-student-finance/additional-financial-support-international-students)
- By contacting AskBU: visit them at The Base, Talbot Campus, telephone 01202 969696 or email [askBU@bournemouth.ac.uk](mailto:askBU@bournemouth.ac.uk)
- By contacting SUBU Advice (01202 965779 or email [subuadvice@bournemouth.ac.uk](mailto:subuadvice@bournemouth.ac.uk)).

26.4 If you do not agree with the debt, you should contact the Finance helpline on 01202 961600 or email [fees@bournemouth.ac.uk](mailto: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.

26.5 If you do not pay any fees or charges on time, we may also take steps to recover the debt under our debt management procedure. 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 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.

## 27. IMPORTANT: Sanctions for non-payment

27.1 **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:

- Withdraw your library borrowing rights
- Withdraw your access to BU IT systems
- 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.

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.



Withdrawal from your course, even for a short period, may mean that you miss essential parts of your course. We may not allow you to resume your studies, and if we do it may take 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.

27.2 **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 take apply all or any of these 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.

27.3 **Library sanctions:** Please return all library books on time to avoid running up library fines. Please make sure that when you leave BU, whether you have finished your course or you withdraw, you return all library books as soon as possible. We will take steps to recover overdue library fines and charges owed by current students alongside provisions of our Library Rules, which are at <https://www1.bournemouth.ac.uk/discover/library/using-library/rules-policies>. As well as taking steps to recover payment of the debt, the Library will prevent you from borrowing further items or renewing existing loans if you have:

- Unpaid library fines totalling more than £20
- Fines of any amount that have been outstanding for more than two weeks
- An item which is overdue for eight weeks or more
- Damaged an item, even if you have paid for it. This sanction will apply for a period of time.

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

27.4 **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.

## 28. Financial arrangements on withdrawal or suspension

28.1 If you withdraw or suspend your studies, or if we withdraw you or suspend you, you are responsible for tuition fees up to the date that you are withdrawn or suspended.

- If you wish to withdraw more than 14 days after you register, see paragraph 31.3 for more information
- If you wish to put your studies on hold, see paragraph 31.2 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 Loan Company.
- If you are on an NHS professional course 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 Bursaries Office ([www.nhsbsa.nhs.uk/students](http://www.nhsbsa.nhs.uk/students)). The NHS Bursaries 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. We set out how we calculate this in the Fees Policy (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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 your withdrawal or suspension date.

28.3 If you return the following academic year after a suspension, we will deduct any fees that you have paid for the suspended year's study from the following year's fees.

## Section 6

### Liability, ending the agreement and general provisions



#### 29. Events outside our control

29.1 We will not be liable to you if we fail to perform, or delay, any of our obligations under this student agreement 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 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. The affected obligations are suspended and our time for performance is extended while the Event Outside Our Control continues.

We will start to perform our obligations again as soon as reasonably possible when the Event Outside Our Control ends.

#### 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; or

- 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 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 or buildings that is a foreseeable result of your breach of this student agreement 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) or paragraph 5 (Cancelling and withdrawing at the start of your course).
- 31.2 If you wish to put your studies on hold for a period, you should discuss it with staff in your Faculty. It may not always be possible to do this, see the Attendance Monitoring and Withdrawal: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare). If you are an international student, the terms of your visa may not allow you to put your studies on hold (see paragraph 31.6).
- 31.3 If you wish to withdraw or put your studies on hold after your course has started, you must complete Part One of our Suspension or Withdrawal Form and email [enrolments@bournemouth.ac.uk](mailto:enrolments@bournemouth.ac.uk) (see the Attendance Monitoring and Withdrawal: Procedure ([www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), under Conduct and Welfare). There are financial implications if you withdraw or suspend your studies. See paragraph 28 (Financial arrangements on withdrawal or suspension).
- 31.4 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 the conditions of your offer (see paragraphs 2 and 3)
  - The course is withdrawn or deferred before you have enrolled (see paragraph 6.5).
- 31.5 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:
    - (a) The academic requirements (see paragraph 19 (Assessment))
    - (b) The requirements for an NHS Professional course or placement (see paragraphs 3 and 12.1)
    - (c) Requirements to obtain and complete a placement (see paragraph 12.2)
    - (d) A requirement to be a member of or attend an organisation
  - You have provided inaccurate or incorrect information (see paragraph 1.4)
  - We require you to withdraw or we suspend you under:

- (a) The Fitness to Study Procedure (paragraph 16),
  - (b) The Fitness to Practise Procedure (paragraph 17)
  - (c) The Student Disciplinary Procedure (paragraph 18)
  - (d) The Academic Offences Policy and Procedure for Taught Awards (paragraph 20);
  - (e) The Misconduct in Academic Research: Policy and Procedure (paragraph 21); or
  - (f) The Attendance Monitoring and Withdrawal: Procedure (see paragraph 31.6); or
- You fail to pay tuition fees (for more information see Section 5 (Fees and charges)).

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

- 31.6 We may withdraw you from your course under the Attendance Monitoring and Withdrawal: Procedure (see [www.bournemouth.ac.uk/the-legal-bit](http://www.bournemouth.ac.uk/the-legal-bit), 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; or
  - 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 2.4 and 12). We will need to report to the Home Office if we withdraw you for this reason.
- 31.7 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 (Taught Awards): Policy and Procedure or the Academic Appeals: Policy and Procedures for Research Awards (see paragraph 22). Guidance and support is available from askBU (call **01202 969696**, email [askBU@Bournemouth.ac.uk](mailto:askBU@Bournemouth.ac.uk), or visit the Student Advice Centre <http://studentportal.bournemouth.ac.uk/help/askbu/>) and from SUBU Advice (**01202 965779** or email [sbuadvice@bournemouth.ac.uk](mailto:sbuadvice@bournemouth.ac.uk)).

#### 32. General

- 32.1 You must tell us about any changes to your personal information. You must email the administrator 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, 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 may use the personal information you provide to us under our Student Privacy Notice. You are prompted to read this when you register online and you can review it on our website ([www1.bournemouth.ac.uk/about/governance/access-information/student-privacy-notice](http://www1.bournemouth.ac.uk/about/governance/access-information/student-privacy-notice)).
- 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.