

Student Agreement for Incoming Exchange Students

We (Bournemouth University Higher Education Corporation / BU) have put the information about our policies, procedures and other important information in this one agreement to help you find them. You need to know about these as they include important information about what happens if you're not able to submit an assignment, charges and more.

This student agreement forms the basis of the contractual relationship between you and us, so please read through this student 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. We will remind you about it when you accept your offer and register with us as you'll be asked to confirm that you have read, understood and agree to it. Please read through this student agreement and keep it safely so that you can look at it later.

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. For more information visit our [SportBU](#) and [Accommodation](#) pages.

Registered students of BU become members of the Students' Union but you have a right to opt out of this 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 the [SUBU website](#).

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

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Section 1 – Before you travel

1. Exchange places

- 1.1 BU considers all applications on equal merit using transparent academic and non-academic entry requirements to support our selection decisions.
- 1.2 We will apply the standard selection criteria when considering students who need additional learning support. Please contact us as soon as possible if you may need additional learning support so that we can explain what support may be available to you (www.bournemouth.ac.uk/als). You may need to contribute towards this but please talk to your home institution about potential funding sources you can apply for, for example through the Erasmus+ programme.
- 1.3 When you agree to take up your exchange place, you will agree to this student agreement.
- 1.4 International students 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 studies with us if you do not have the correct visa. 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. For more information, see [20210331 UK ENTRY CLEARANCE INFORMATION FOR EXCHANGE STUDENTS.pdf \(bournemouth.ac.uk\)](#).
- 1.5 Before you start your exchange programme, you must enrol with us. You will continue as a candidate for the qualification of your home institution, and you will not be a candidate for a BU degree. BU will evaluate your academic performance whilst at BU using the same criteria used for our own students. The academic credits you earn at BU will be transferred to your home institution. Your home institution may include those credits in your academic transcript. To enable this, BU will provide any information about your academic performance that your home institution reasonably requests. BU will usually provide them with a transcript of your academic results.
- 1.6 See paragraph 13 for information about appealing your academic results from the exchange programme with us.

Section 2 – General terms

2. Student obligations

- 2.1 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. Bullying, harassment or victimisation of any sort, including through social media, will not be tolerated and allegations of this nature will be considered under the Student Disciplinary Procedure (see paragraph 9). 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.
- 2.2 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from BU.
- 2.3 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/important-information, under Research). Breaches of these Codes may result in action under the Academic Offences Procedure or the Research Misconduct: Policy and Procedure. See paragraphs 11 and 12 for more information about academic offences and research misconduct.

2.4 If you are processing personal data (data relating to identifiable living individuals) for the purposes of research or learning, you must:

- use this data only for the purposes of that activity;
 - follow instructions or procedures notified to you by BU staff and relevant requirements of the documents referred to in paragraph 2.3 above; and
 - store the data securely and not share it without permission.
- This applies to any use, storage, sharing or other action you take in relation to personal data.

It is your responsibility to be aware of relevant requirements and restrictions in relation to any personal data you are processing. If you are deciding the scope of your own research, for example as a postgraduate researcher, you have a particular responsibility to ensure that data protection compliance is taken into account in the planning and execution of your research and to seek advice and support from BU if necessary.

3. Health, safety and security

3.1 You must report any accident, incident or near-miss you are involved in via our 'Online Accident & Incident Reporting Tool' (www.bournemouth.ac.uk/student/accident-report).

3.2 You must comply with any instructions given by BU about health and safety and fire safety (for more information see www.bournemouth.ac.uk/students/help-advice/safety-personal-security). 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;
- not tamper with, move or cover any fire equipment including: extinguishers, smoke sensors and alarms. Tampering with, or removing, fire and health & safety equipment is breaking the law, and will attract a financial penalty and under certain circumstances can lead to criminal prosecution. This includes unlawfully setting off alarms and extinguishers, and or the covering or tampering with smoke detectors;
- wear suitable overalls or protective clothing as directed by staff; and
- ensure that a risk assessment is carried out where it is relevant to your activities and ensure that you comply with all control measures required under the assessment.

3.3 You must tell your Faculty as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. If you have a serious contagious disease you should tell us as soon as possible and not attend until you have been told that it is safe to return. For more information, see www.bournemouth.ac.uk/student/contagious-diseases.

3.4 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 any areas covered by canopies and the bus shelters).

3.5 Please be aware of security at all times. If you become aware of an intruder at BU, or someone acting in a suspicious manner, at BU you should report the matter immediately either directly to our Estates Security staff, or via our emergency number (+44 (0)1202 96222 if calling from your mobile/external phone, 222 if calling from an internal BU phone). Security incidents (including theft etc.), should also be reported via our 'Online Accident & Incident Reporting Tool' (www.bournemouth.ac.uk/student/accident-report).

- 3.6 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.
- 3.7 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 [Parking Terms & Conditions](#)). We may take action under the Student Disciplinary Procedure (see paragraph 9) if you do not comply with these rules.
- 3.8 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.

4. Services

- 4.1 **Library and learning resources.** All enrolled students are entitled to be members of the Library and must comply with the Library rules and policies: www.bournemouth.ac.uk/student/library-rules. If you do not comply with the Library rules and policies, we may apply sanctions under those documents. We may take action under the Student Disciplinary Procedure.

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

- 4.2 **Information, computing and technology.** As authorised users, all students have access to BU computers and telecommunications networks, facilities, resources and services used or provided by BU, including telephone, wireless and Internet services. We call these our IT resources. Unless other specific rules apply, when using BU's IT resources you must follow BU's Information Security Policy scheme. This means you must comply with the:

- Rest of paragraph 4.2
- Acceptable Use Policy (<https://www.bournemouth.ac.uk/important-information>, under IT)
- Associated BU IT policies, rules and procedures.

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

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

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

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

If you do not comply with BU's Information policies (including as set out in paragraph 4.2), we may apply sanctions, and we may stop you accessing resources. Breaches may also result in action under the Student Disciplinary Procedure (see paragraph 9).

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

5. Changes

- 5.1 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). 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.
- 5.2 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.
- 5.3 We formally review our courses periodically under the Programme Approval, Review and Closure: Policy and Procedure (<https://www.bournemouth.ac.uk/important-information> under Course Changes). If we have planned a review for a course, this is noted in the course information on our website (www.bournemouth.ac.uk/courses).
- 5.4 We may also make changes under the Programme and Unit Modifications: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Course Changes). These changes will not affect the nature, focus or purpose of the course.
- 5.5 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.
- 5.6 Once your study plan has been agreed, we will contact you to inform you if we make significant changes to your unit specifications or to other information we have given to you, including this student agreement.

6. Intellectual property (IP)

- 6.1 We do not automatically take ownership of intellectual property that you create as part of your studies. However, in some circumstances, we will need you to transfer intellectual property to BU or a third party before you can participate in a specific project, for example if a third party is funding research or other work. See the Intellectual Property Policy (www.bournemouth.ac.uk/important-information, under Intellectual Property).

7. Complaints

- 7.1 If you have a complaint please follow the procedure in our Student Complaints: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Complaints).
- 7.2 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). See the Third Party Involvement: Procedure (www.bournemouth.ac.uk/important-information, under Complaints) for more information. You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).
- 7.3 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.

- 7.4 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 <http://www.oiahe.org.uk>).

Section 3 – Support to study, and disciplinary matters

8. Support to study

- 8.1 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. We may take action under the Support to Study: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare) if we are concerned about you, for example if:
- your physical or mental health condition may impact upon your ability to fulfil your potential or the ability of others to fulfil their potential or we are concerned because you have been absent.
- 8.2 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.
- 8.3 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. We will not normally share personal information about you without your agreement, but may do so in exceptional cases to protect you or others.

9. General disciplinary matters

- 9.1 As a member of BU's community, you must conduct yourself with regard for our good name and reputation. We will normally consider giving advice and guidance to improve conduct and behaviour before taking action under the Student Disciplinary Procedure. Minor disciplinary issues will normally result in an informal oral or written warning. For more information, see the Student Disciplinary Procedure (www.bournemouth.ac.uk/important-information, under Conduct and Welfare).
- 9.2 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/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).
- 9.3 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. We will normally report any suspected criminal offence to the police. 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; and
 - repeated or aggravated academic offences.
- 9.4 **Disciplinary suspension:** We may suspend you until we have completed disciplinary action against you or criminal proceedings are completed.

- 9.5 **Anti-social behaviour, noise and nuisance:** Anti-social behaviour not only damages BU's reputation but also impacts upon the relationship between students and the local community. Bournemouth, Christchurch and Poole Council will deal with these issues. If the Council issues an abatement notice, you can appeal under the Council's own procedures. You are guilty of misconduct under the Student Disciplinary Procedure if an abatement notice is issued.
- 9.6 **Disciplinary penalties:** Penalties may include a written warning; a fine or a requirement to pay reasonable compensation or a requirement to perform services for the BU community; suspension from your course; exclusion from the award of a degree or other academic award (usually applicable only if the misconduct relates to examinations or assessed work); and or withdrawing you from your course.

Section 4 – Academic matters

10. Assessment

- 10.1 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. The detailed regulations are at www.bournemouth.ac.uk/important-information, under Assessment.
- 10.2 Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late. For more information, see the Exceptional Circumstances including Extensions: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Exceptional Circumstances).
- 10.3 Detailed rules apply to examinations. For more information, see the Student Examinations Procedures Handbook (www.bournemouth.ac.uk/important-information, under Assessment).
- 10.4 Additional Learning Support will give you information about support that may be available to you including making allowances in assessment (www.bournemouth.ac.uk/als). There are deadlines that apply if you need support for assessments or examinations

11. Academic offences – taught courses

- 11.1 Maintaining fair and honest conduct is an essential requirement of the system for assessing students' learning. For more information, see the Academic Offences: Policy and Procedure for Taught Awards (www.bournemouth.ac.uk/important-information, under Academic Offences).
- 11.2 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:
- 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/exceptional circumstances.
- 11.3 To prevent plagiarism, protect the intellectual property of both BU and its students and to assist with feedback, BU may use plagiarism detection software or other technology as appropriate.
- 11.4 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/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email

subuadvice@bournemouth.ac.uk).

- 11.5 **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 (see www.bournemouth.ac.uk/important-information, under Academic Offences). Penalties may 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, or withdrawing you from your course, in some cases without any credit.

12. Misconduct in academic research

- 12.1 Allegations of misconduct in research, including research elements of taught courses are dealt with under the Research Misconduct: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Research). If there is an allegation of research misconduct against you, you may be suspended until proceedings are completed.
- 12.2 Paragraph 4.3 of the Research Misconduct: Policy and Procedure contains examples of what constitutes research misconduct.
- 12.3 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/important-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

13. Academic appeals

- 13.1 If you wish to appeal against an academic assessment outcome for units you have studied at BU, our appeals policies and procedures will apply:
- **Taught courses:** Academic Appeals (Taught Awards): Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Appeals).
 - **Research awards:** Academic Appeals: Policy and Procedures for Research Awards (see www.bournemouth.ac.uk/important-information, under Appeals).

Our appeals policies and procedures will not apply to assessment outcomes for units studied at your home institution, or to your final award outcome issued by your home institution.

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

Taught courses:

- There was a material irregularity or significant administrative error in the assessment process.
- The assessment was not conducted in accordance with the regulations for the course.
- Your performance was affected by illness or other mitigating factors (see paragraph 13.3).
- Bias or the perception of bias in the assessment process/consideration of the appeal.

Research Awards:

- There was a material irregularity or significant administrative error in the assessment process of such nature as to cause doubt as to whether the result might have been different had there not been such irregularity.
- There is evidence of bias, prejudice or improper assessment on the part of one or more of the examiners or in consideration of the appeal.
- Your performance was affected by illness or other mitigating factors (see paragraph 13.3).
- That arrangements for supervision did not meet those outlined in the Code of Practice for Research Degrees (see www.bournemouth.ac.uk/important-information, under Research).

- 13.3 You must tell us about mitigating factors under the relevant procedure before the Assessment Board meeting for taught courses, or before or during the meeting of the Research Examination Team for research elements. If you did not do this, you cannot appeal based on these factors. For more information, see the Exceptional Circumstances including Extensions: Policy and Procedure

(www.bournemouth.ac.uk/important-information, under Exceptional Circumstances) and the Code of Practice for Research Degrees (www.bournemouth.ac.uk/important-information_under_Research).

- 13.4 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.
- 13.5 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 academic qualification or credit until all outstanding examination or assessment appeals have been resolved.

Section 5 – Charges and sanctions

14. Charges

14.1 During your exchange period with us, you must pay any fees required by your home institution as though you were still at your home institution. We will not ask you to pay tuition fees to us. You are responsible for arranging and paying for:

- travel to and from BU;
- text books, other course materials, including on-line materials, and stationery; and
- all other incidental expenses.

We try to avoid charging additional fees for things you need for your course, but there may be costs associated with optional activities that are not mandatory for your course. You will be informed of any optional activities and their associated costs on or after your arrival at BU. 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.

14.2 If you are experiencing financial difficulties, you should tell us as soon as possible. We will always seek to be understanding of your financial circumstances. If you are having difficulty paying library charges you should contact the library Help Zone, call the library on +44 (0)1202 965959 or email LibrarySupport@bournemouth.ac.uk. If you are having difficulty paying any other debts to BU contact our Finance helpline on +44 (0)1202 961600 or email fees@bournemouth.ac.uk. Wherever possible, our finance team will work with you to agree an acceptable repayment plan. We will consider your individual circumstances and any supporting documentation you provide. The decision is at the discretion of the Finance Director and/or a delegated officer.

14.3 You can find information on financial support for students suffering financial difficulties:

- For UK students, at www.bournemouth.ac.uk/ug-funding-support.
- For international students, at www.bournemouth.ac.uk/int-funding-support.
- By contacting AskBU: telephone +44 (0)1202 969696 or email askBU@bournemouth.ac.uk
- By contacting SUBU Advice: +44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk.

14.4 If you do not agree with the debt, you should contact the Finance helpline on +44 (0)1202 961600 or email fees@bournemouth.ac.uk as soon as possible. If the dispute is not resolved, you can complain under the Student Complaints Policy and Procedure.

15. **IMPORTANT: Sanctions for non-payment**

15.1 **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.

15.2 **Library sanctions.** Please return all library loans by their due date or when we recall them for another reader. We will invoice you for the replacement cost of any item that is lost, damaged or

more than 3 weeks overdue. Please make sure that when you leave BU, you return all library loans as soon as possible. We will take steps to recover library charges owed by current students alongside provisions of our Library Rules, which are at www.bournemouth.ac.uk/student/library-rules. As well as taking steps to recover payment of the debt, the Library will prevent you from borrowing further items if you have:

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

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

- 15.3 **Other fees and charges.** If you fail to pay any 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. 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.

Section 6 – Liability, ending the agreement and general provisions

16. Events outside our control.

- 16.1 We will not be liable to you to the extent that we fail to perform, or delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control. An **Event Outside Our Control** is any act or event beyond our reasonable control including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside Our Control affects our performance under this student agreement, we will contact you as soon as reasonably possible. While the Event Outside Our Control continues and for a reasonable reinstatement period after it ends, the affected obligations will not apply. We will start to perform the affected obligations again as soon as reasonably possible when the Event Outside Our Control ends.
- 16.2 To the extent that we cannot perform, or we delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control, we will use reasonable efforts to perform those obligations while paragraph 16.1 applies, to the extent we determine this will be safe, lawful and reasonably practicable in all the circumstances, having regard to our resources and other obligations (contractual, regulatory or statutory).
- 16.3 Where an Event Outside Our Control has a significant effect on our ability to operate in our usual way, if we reasonably determine that we can still meet an obligation to you by using alternative means, we shall be entitled to do this without incurring any liability to you. This may include for example changes to the timing of elements within your programme of study, delivering teaching or carrying out assessment using different methods and changes to arrangements for accessing services or facilities. We will keep you informed about this type of change and inform you in advance of changes occurring as far as reasonably possible.

17. Liability

- 17.1 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 result of our breach or negligence or if it was contemplated by you and us when we entered this student 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.

17.2 We are not responsible for:

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

17.3 We recommend that you insure personal property against loss or damage, and obtain suitable medical insurance for the exchange period. Please check whether you have appropriate insurance cover. Insurance may be provided as part of your licence fee in BU accommodation.

17.4 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.

18. Ending or suspending the student agreement

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

- You provided inaccurate or incorrect information.
- You do not meet the conditions of your offer.
- The course is withdrawn or deferred before you have enrolled.

18.2 We may withdraw you from your course and end this student agreement, or we may suspend you from your course if:

- You have not met the requirements of your course, including the academic requirements.
- You provided inaccurate or incorrect information.
- We require you to withdraw or we suspend you under one of our policies and procedures referred to above. For example, for an academic or a disciplinary offence, or under the Support to Study: Policy and Procedure.

18.3 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 Interruption of Study: Policy www.bournemouth.ac.uk/important-information, 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.

18.4 We may withdraw you from your course under the Engagement Monitoring and Withdrawal: Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare) 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 visa conditions. We will need to report any failure to the Home Office.

19. General

19.1 You must tell us about any changes to your personal information. You must email the Programme Support Office in your Faculty about any updates or changes immediately and update your details on our student record system. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.

19.2 BU and your home institution will need to disclose to each other certain information about you that includes your personal data, for the administration of the exchange programme. We will use the personal information you provide to us and other information about you as explained in the exchange programme information we provide to you and as described in:

(a) our Student Recruitment and Admissions Privacy Notice. You will have been provided with links to this notice during the admissions process and you can review it on our website (<https://www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy/student-recruitment-admissions-privacy-notice>); and

(b) our Student Privacy Notice. You are prompted to read our Student Privacy Notice when you register online and you can review it on our website (<https://www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy/student-privacy-notice>).

You may also be given separate privacy information by us about specific uses of your personal information.

19.3 No third party has any right to enforce any of the terms of your student agreement.

19.4 This student agreement and any dispute or claim arising out of it are governed by and construed under the English law and subject to the jurisdiction of the English courts.