

## University of Bristol Student Agreement 2018/2019

### Definitions

- **We/us/our** means the University of Bristol
- **You/your** means a registered student of the University of Bristol, or someone who has been formally offered a place at the university
- **Programme** means your course of study or research

### Introduction

This Agreement forms the basis of the relationship between you and the University from the time you accept an offer of a place for your Programme. We have produced this Agreement in consultation with the University of Bristol Students' Union to enable both you and us to be clear about the relationship that exists between us once you accept our offer of a place at the University. This includes acceptance through UCAS (or another agency if applicable) \*

\* Your ability to take up your place may depend on meeting certain conditions. If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your programme.

### University of Bristol Students' Union

The [Students' Union](#) is a separate legal entity which exists to democratically represent students, as well as support their welfare and development. We encourage you to participate in the activities of the Students' Union.

To keep this Agreement to a sensible length, we refer to other documents which also form part of it. In particular we refer you to:

- [Rules and regulations](#) for students which cover, among other matters: health, safety and welfare, student discipline, examination regulations, fees, fitness to practise, acceptable behaviour expected of you, research conduct and misconduct and the use of computer and library facilities.
- [University Student Handbook](#)

If you have been offered University accommodation this is subject to separate agreements managed by our Accommodation Office, setting out terms and conditions, and payment arrangements. Your right to accommodation under any such agreements is dependent upon your remaining a member of the University.

### Studies and learning environment

Higher education is a two-way activity, requiring commitment on both sides. This section sets out what you can expect of us and what we expect of you in the key areas of teaching and learning.

You can expect us to:

- Provide you with tuition and learning support appropriate to your programme of study with reasonable care and skill
- Provide suitable teaching and learning spaces, library and ICT facilities and other appropriate resources to support your studies
- Provide clear information about your programme and units of study and give guidance on what is likely to be required to complete them successfully
- Encourage a professional and responsible learning environment and suitably support you, academically and pastorally
- Return marked work in good time and according to the guidance set out in our relevant [codes of practise](#)
- Make reasonable efforts to ensure your programme of study meets the relevant specification for the appropriate academic year, while also ensuring that it is informed by, and updated in line with, current research and developments in the relevant discipline
- Let you know as soon as possible if we need to alter anything related to your programme, such as timetabling, location, type of class, assessment or syllabus, where necessary to more effectively deliver your programme
- Communicate with you by post or via your university email address as appropriate

We expect you to:

- Take responsibility for your own learning and development, working in partnership with staff to become a self-reliant, independent learner
- Work hard and diligently, contributing effectively to your programme and respecting the needs of your fellow students
- Take an active interest in all aspects of your programme and ensure you are aware of updated information
- Attend educational activities (lectures, seminars, tutorials, laboratory classes and so on) as are defined in your programme, subject to absence for medical or other agreed reason
- Make appropriate use of the resources available, including staff, library and ICT facilities and the shared knowledge of the wider academic community
- Comply with all university regulations, including the [Regulation for the Use of Library Services and Facilities, the Examination Regulations and the Acceptable Use Policy for Computing Facilities](#)
- Be aware of the information provided about the university and your programme, and of where to find more detailed information and guidance, whether electronic or on paper

- Complete and submit by the required deadlines any work to be assessed as part of your programme.
- Participate in the academic community, cooperating with fellow students to support each other's learning, and responding to requests to give your opinion about your learning and other experiences at the university
- Check your university email account regularly and frequently both during and outside term time so that you are aware of relevant information in good time

### **Quality and representation**

We aim to provide you with the highest possible quality of education. To do this we have a number of relevant policies in place. We also actively encourage you to get involved and tell us your views.

You can expect us to:

- Maintain formal University policies, including regulations, codes of practice and guidelines, setting out how we manage and support your programme of study
- Consult your representatives (Students' Union officers and course representatives) on any proposed significant changes to the regulations and policies that govern your programme, to make improvements that will benefit you and other students
- Give you the right to be represented in University governance, usually through the Students' Union, and encourage student representation on relevant University committees, boards and working groups
- Regularly monitor the quality of learning and teaching offered as part of your programme

We expect you to:

- Familiarise yourself and comply with relevant University policies and procedures, including those relating to your programme and the qualification you are working towards. These include rules concerning unacceptable behaviour
- Take up the opportunities we provide to enable you to give us your views
- Read and understand information we provide about changes that are taking place and what they mean for you
- Contribute to internal and external procedures for assuring the quality of learning, teaching and assessment

### **Openness, accountability and conduct**

This Agreement places an expectation upon both you and us to act with integrity, share relevant information, be accountable for our actions and show mutual respect, as set out in this section.

You can expect us to:

- Make publicly available (and regularly update as required) details of the tuition fees and any other expenses relating to programmes of study offered by the University
- Provide you with a fair, equitable and supportive environment in accordance with the University's Equality and Diversity policy

We expect you to:

- Share with the University in a timely manner any circumstances affecting your study
- Make sure all tuition fees and other expenses relating to your programme are paid in time and agree to be bound by our regulations on the payment of fees and refunds (and the consequences of non-payment) should you cease to be a student at the University
- Take care, when acting as a student representative on school, faculty or University committees, to consult fellow students and to represent their views accurately and in a balanced way

### **Changes to your programme**

Where necessary and reasonable we may need to make changes to your programme. For example, we may need to alter the timetable, location, number of classes, method of delivery, content, assessment methods or syllabus.

We will not withdraw a programme unless and until all students enrolled on it have completed their studies, with the exception of programmes which have not yet commenced.

You can expect us to:

- Consult you and elicit your views in relation to any proposed material changes to your programme, taking account of these views in reaching our decision
- Give you reasonable notice on any material changes we decide to make
- Attempt to minimise any adverse impact that any changes may have on you.
- Make arrangements, where necessary, for you to complete your original programme.
- Explore with you, where necessary, the opportunities for transferring to another programme at Bristol or at another institution
- Ensure, if you transfer to another programme, that you receive recognition or credits for any units you have successfully completed

If between the time of your acceptance of an offer and registering for a programme at the University we make fundamental changes to it, you will be entitled to withdraw your application.

### **Disciplinary matters and complaints**

A key purpose of this Agreement is to ensure that you know what we expect of you, and you understand what to expect of us. Our disciplinary procedures and complaints system are there to address situations where we believe you have breached our rules, or where you believe we have not acted fairly.

You can expect us to:

- Operate a fair and transparent disciplinary procedure as set out in our Student Disciplinary Regulations
- Enable you to make a complaint about matters that affect you and to appeal against decisions made about you
- Handle any complaint or appeal fairly, according to our Student Complaints Procedure and Examination Regulations

We expect you to:

- Comply with University rules and regulations regarding student behaviour, attendance and unacceptable behaviour
- Be aware of the Student Complaints Procedure, Student Disciplinary Regulations and Examination Regulations, including the rules relating to extenuating circumstances
- Raise any concerns when they first arise, by giving staff in your school or faculty the opportunity to resolve them with you
- Contact your course and or other student representatives about any concerns that are not easily resolved
- Comply with any deadlines set out for submission of complaints if you do need to resort to our Student Complaints Procedure

## **Intellectual property**

What is intellectual property?

The government website [gove.uk](http://gove.uk), defines intellectual property as follows:

- 'Intellectual property is something unique that you physically create. An idea alone is not intellectual property. For example, an idea for a book doesn't count, but the words you've written do.'

Our intellectual property:

We own or have licensed to us the intellectual property in all course materials produced by us (or on our behalf) and such materials should only be used for your own personal study purposes.

Your intellectual property:

As set out in the Intellectual Property Policy for Students we may require that you transfer to us intellectual property you create during your time at the University. You hereby agree that where required by the policy, you will enter into the necessary agreements to give effect to the policy.

Use of your intellectual property for non-commercial purposes:

In consideration of our obligations under this agreement, you hereby grant us (the University) the right to use intellectual property created and owned by you for non-commercial purposes. 'Non-commercial' means things like educational use, research use, publication in academic journals, University promotional materials, websites, exhibitions, prospectuses and catalogues. Our rights will be unlimited in time and geographical area. We may sub-licence such intellectual property rights to other organisations and academic institutions for non-commercial purposes. If the work created by you is tangible (such as a work of art, sculpture or 3D model), we may borrow the work for non-commercial purposes for a reasonable period.

Use of your intellectual property for commercial purposes:

We may also use intellectual property created by you for commercial purposes. If we wish to do this you will be required to enter into a formal licence with us to permit this. In these circumstances, you will be entitled to a royalty and the amount of this will be determined under the University's Revenue Sharing Scheme.

## **Recording of Educational Activity**

We may allow you to record academic teaching in accordance with our Policy for Recording Educational Activity.

In consideration of you being allowed to record lectures or other academic teaching and use such recordings as set out in the policy, you hereby assign to us absolutely throughout the world the entire copyright, all other rights in the nature of copyright subsisting in the recordings you make and all other rights in the recordings of whatever nature, whether now known or created in the future, to which you are now, or at any time in the future may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world.

If you fail to comply with the policy this may be treated as a disciplinary matter.

The policy also covers recordings that we make and/or make available to you.

## **Liability**

We will be liable to you for any direct loss or damage you suffer if we fail to carry out our obligations under this Agreement to a reasonable standard, or if we breach any legal duties of care that we owe you (including causing death or personal injury by our negligence). This does not apply if such omission is attributable to your own fault or to that of a third party.

Our liability to you in the case of loss or damage (other than for death or personal injury or fraud) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

We will not be liable to you for events outside our control that we could not have foreseen or prevented even if we had taken reasonable care, such as:

- Government restrictions or policy (for example unexpected significant changes to higher education funding)
- Over- or under-demand from students
- Staff illness or industrial action
- Severe weather or fire
- Civil disorder or political unrest
- A public health emergency (for example concern with regard to the transmission of a serious illness)

In such circumstances, we reserve the right to change or cancel all or part of your programme.

## **Liability**

In addition to the principles set out in this Agreement, we have certain obligations under UK law that may be relevant to you. This section explains how we fulfil these obligations and how you support us in doing so.

## **Data protection**

When you join our academic community, you give us the right to hold and process your personal data including sensitive personal data. How we do this is set out in our Data protection policy.

You can expect us to:

- Take reasonable care to keep your personal details secure at all times
- Comply with our obligations under the Data Protection Act 1998, and with our policies on Data protection and data processing
- Use your data responsibly as set out in our policies on use of student and applicant personal data.
- Manage your data ourselves rather than outsourcing this work to other organisations
- Share your data with third parties when we are legally required to do so, and in accordance with our policy on data protection

We expect you to:

- Ensure that the personal details we hold about you, including your current term-time and home address and personal email address, are accurate, and are updated as soon as they change using Student Info online (this will help us to contact you quickly as and when needed)
- Protect the authentication details used to access your personal information and University services. This includes not sharing the password you use to access University services with anyone, being mindful of fraudulent attempts to steal your password (e.g. phishing emails) and keeping your University password unique from other internet services.
- Be aware of our Policy for Recording Educational Activity so that you understand your rights and obligations when we record lectures or other educational activities in which you may be involved.

## **Immigration requirements**

We have legal obligations to comply with UK immigration requirements including monitoring your engagement with your Programme and updating the government about your attendance on your programme.

If you are an international student you must ensure that your immigration status is up to date. Further guidance is available from our International Office.

## **Criminal convictions**

'Unspent convictions' and 'protected convictions and cautions' are defined in the Rehabilitation of Offenders Act 1974. For some programmes, including, but not limited to, social work, PGCE and medicine, you will also be required to disclose spent convictions and cautions that are not 'protected' and obtain a check and certificate from the Disclosure and Barring Service (DBS).

We require students to disclose any unspent criminal convictions and cautions that are not 'protected' when applying to us, or if these arise during their studies. We conduct fair procedures for dealing with students who disclose criminal convictions either before or after registration.

## **If things don't work out**

We anticipate that your relationship with the University of Bristol will be a happy and fulfilling one on both sides. Occasionally, however, things don't work out and a student leaves their programme without completing it.

The relationship, and this Agreement between us, will end if **either** you withdraw from the University **or** we require you to withdraw for any of the reasons set out below.

We may require you to withdraw from the University, and reserve the right to terminate our relationship with you, in writing, with immediate effect if:

- You fail to comply with our Student Disciplinary Regulations or any of the other policies that apply to you
- Your Faculty Board makes a decision, based upon your academic performance, that you should not be permitted to continue with your programme
- You fail to pay your fees in accordance with the Student Fees Regulations
- You are expelled from, or refused admission to or membership of, any organisation that you are expected to belong to or participate in as part of your programme, or you fail to meet fitness-to-practise criteria for the profession for which you are training
- Your circumstances change between your acceptance of our offer and the start of your programme such that, in our reasonable opinion, our offer is no longer viable
- We become aware of information about you that we were previously unaware of and that, in our reasonable opinion, makes it inappropriate for you to study on your programme
- It comes to our attention that you have failed to provide us with all relevant information, or have supplied false or misleading information, in relation to your application
- Your behaviour represents a significant risk to the health, safety or welfare of yourself or others, as detailed in the Fitness to Study Policy and Procedure
- Your continuing registration at the University puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements

If we require you to withdraw from the University for any of the reasons set out above, and you disagree with the decision, you will have the right to submit a complaint under the Student Complaints Procedure.

If we require you in writing to withdraw from the University with immediate effect, and leave the University immediately.

If you withdraw, or are required to withdraw, from the University, you must:

- Stop studying on your programme
- Return your student identification card, together with all property owned by us, to your faculty office
- Pay all outstanding fees immediately
- Leave the University and any University accommodation (any contract you have for University accommodation will terminate in accordance with its terms).



Any action we take under the above provisions will not restrict our ability to take any other action against you that we have the right to take, should this be necessary.

## **Notices**

Any legal notice given under this agreement will be in writing. Any notice will be sent by email to you at your University email address or, if you have not yet registered, to whatever email address you have provided us with. We may also send any notice to either your term-time or your home address as appropriate.

We consider notice to have been served when the information has been delivered by hand, or 48 hours have passed after if it was posted (if sent by pre-paid first class post) or sent by email. Please note your obligation to keep your contact details up to date.

Notice to the University should be addressed to the Deputy Registrar (Academic Services) by email, [pa-deputyregistrar@bristol.ac.uk](mailto:pa-deputyregistrar@bristol.ac.uk), or at **Senate House, University of Bristol, Tyndall Avenue, Bristol BS8 1TH.**

## **General Legal Provisions**

This Agreement is personal to you; you are not permitted to transfer it, or assign any of the rights and obligations under it, to a third party.

These terms and conditions, and the documents referred to in this Agreement, are the entire understanding between you and us about your programme. They replace and/or override any other undertakings or representations, communications or documents issued by us, either in writing or orally.

If either you, or we, do not insist on a particular right under this Agreement being fulfilled, this does not invalidate any of the rights set out in the Agreement, or the obligation to fulfil them or ability to enforce them. If any section of this Agreement becomes void, illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the other sections.

Each Party intends that the terms of this agreement will not be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

References to statutes or regulations include any amendments made from time to time to those statutes or regulations. The Agreement is governed by, and in accordance with, the laws of England and Wales and is subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **Your right to cancel**

For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this Agreement is a 'distance contract' or an 'off premises contract', you have the right to cancel your acceptance of it within a period of 14 days after you have accepted the terms of this agreement without giving us any reason.

To meet the cancellation deadline, it is sufficient for you to have sent your cancellation before the 14 day period has expired. You must clearly state your decision, by means of a letter sent by post, fax or email, or by completing our online model cancellation form. If you use the online form we will acknowledge receipt of your notice by email without delay.

If you exercise this right to cancel we will reimburse to you all payments you have already made without undue delay and not later than 14 days after the day on which we are informed about your decision. We will make the reimbursement using the same means of payment as for your

initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.