

Bangor University Terms & Conditions (2022/2023 Academic Session)

The following terms & conditions apply to students who first enrol at Bangor University during the academic year 2022/2023. These are the “Terms and Conditions”.

It is very important that you read and understand these Terms and Conditions before you accept a place at Bangor University as they contain important information about your studies with us. Your particular attention is drawn to clauses 7 (Obligations), 9 (Our liability to you), 11 (Variations to the Contract Terms and Conditions), 12 (Termination by us), and 13 (Termination by you).

Who we are. We are Bangor University (the “University”, “we” and “us”). We are a registered charity with charity number 1141565. Our address is below.

How to contact us. You can contact us by telephoning us or by writing to us at the following address or email address:

Email Address: studentadmin@bangor.ac.uk

Telephone number: 01248 351151

Address Bangor University, College Road, Bangor, Gwynedd LL57 2DG

1. What documents form part of our Contract?

These Terms and Conditions, together with the following documents, form our contract with you (our ‘Contract’):

- a) your specific offer (‘Offer’), which will have been sent to you via UCAS Track or via our Direct Application (DA) system portal as an attached offer letter
- b) List of all relevant regulations, policies and procedures that form part of the Contract (as set out in Appendix 2)

Links to each of these other documents (save for your Offer, as noted in 1.a) above) can be found on the University’s [website](#)

2. When do these Terms and Conditions apply?

By formally accepting, in accordance with the instructions on UCAS Track or in your DA Offer Letter, an offer of a place to study at the University, you are accepting all of the terms of the Contract

Please make sure that you familiarise yourself with these documents and their contents before you accept an offer of a place on a programme. Failure to comply with their requirements could result in the University taking action against you under relevant University processes (for example those relating to academic progression, student misconduct, fitness to practise, fitness to study or fees), which could include the University suspending or terminating your Contract.

3. How the Contract is formed between us:

Our Contract is formed and becomes legally binding on one of the three following points in time:

- i. When the applicant 'accepts' the offer of a place at Bangor University (Home / EU, undergraduate UCAS and postgraduate applicants);
- ii. When the applicant has 'accepted' the offer of a place at Bangor University AND pays the required deposit (international, overseas applicants); OR
- iii. When Bangor University 'accepts' the applicant in TRACK (Clearing applicants).

4. Conditions

The Contract is conditional on you meeting and continuing to meet the following conditions (all Conditions^s). Offers issued via UCAS Track also provide details of the dates by when you will need to have met specified Conditions. Offer Letters issued via the DA system note that the Offer remains valid until the specified date of registration, by which time all Conditions will need to have been met. In many cases, these Conditions will need to be met on an ongoing basis.

International students will need to have satisfied all conditions of the offer before the University can issue a Confirmation of Acceptance for Study (CAS).

It is your responsibility to ensure that all information you provide to us is true, accurate and complete and not misleading and remains true, accurate and complete and not misleading for the duration of your Contract. Please note that if we become aware at any time that information you have provided to us is not true, accurate and/or complete, and/or is misleading, or at any point information becomes untrue, inaccurate and/or incomplete, and/or misleading we may terminate our Contract with you in accordance with the Policy on Recruitment and Admissions Section 6.15.

Consequences of not meeting Conditions

- f) If you fail to meet any of these Conditions, the University may terminate the Contract

- d) To encourage you in any matter relating to your learning and your obligations under our Contract.
- e) To provide reasonable pastoral and support services as set out in the Code of Practice for Pastoral Support
- f) We will provide the academic and student support services defined above and elsewhere in our Contract (the "Services") with reasonable skill and care and in accordance with the terms of our Contract.

8. Fees and Payment

- a) The fees payable by you to us are conveyed via UCAS Track in your DA Offer Letter and are described as Tuition Fees and Bench Fees (where applicable) You are responsible for making payment to us of the Fees when due, and details about when and how you are required to pay us these Fees are set out in the DA Offer Letter.
- b) We review our fees and fee policy annually in line with our Tuition Fees Policy
- c) If you have arranged for a third party to pay Fees on your behalf, will remain responsible to pay us the Fees in the event that the third party fails to do so when those Fees become due. If a refund is payable under this Contract, we may be required to make any refund directly to the third party who paid the Fees on your behalf.
- d) If, at the end of an academic year that is not the final year of your programme, you are in debt to us for Fees, we reserve the right not to allow you to register / re-enrol on your programme for the next academic year and to terminate the Contract as set out in clause 2.
- e) If, at the end of the final academic year of your programme, you are in debt to us for Fees, we reserve the right to withhold your programme award/certificate.

9. Our liability to you

- a) If we fail to comply with our obligations under the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- b) We will not be responsible to you for any of the following:
 - damage to or theft of vehicles and bicycles parked on University property;
 - damage to or theft of computer equipment (including infection with a computer virus);
 - the loss or non-return of work submitted for assessment;
 - injury arising from voluntary sporting activity;
 - personal injury or death except if caused by the negligence of University staff;
 - loss of opportunity and loss of income or profit, however arising; or
 - any loss as a result of cyber fraud.

- c) We do not exclude or limit in any way our liability for:
- death or personal injury caused by our negligence or the negligence of our staff;
 - fraud or fraudulent misrepresentation; or
 - any other matter which we are not permitted to exclude or limit our liability by

the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

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- to incorporate sector good practice

- and/or in accordance with academic standards and quality;
- additions and/or withdrawals of certain core/compulsory modules on your programme;
- to implement more significant changes to your programmes including in respect of their content, mode and timing of delivery and assessment;
- changes to our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with
- significant changes to the location or specification of your programme teaching facilities, which could include moving the programme to a different campus or a location that is not located on the original delivery campus;
- significant changes to our Student Handbook that help improve them where the same are not to your benefit;
- inability to permit repeat year registrations or repeat module registrations due to planned discontinuation of a programme of study or subject area.

How we will tell you about changes to the Contract

h) ~~Formal changes to the Contract~~

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have paid to us.

- n) If significant changes or discontinuation happens between application or offer of a place and completion of registration, we will:
- Contact you at the earliest opportunity to inform you of the change / discontinuation of the programme;
 - provide advice and support regarding the impact of the changes;
 - provide information on any options and/or alternatives available to them;
 - where appropriate, giving help in application or securing an alternative offer internally or at another institution.

Withdrawal of Programmes

Pre-commencement of Programme

- o) There may be times where we need to discontinue the programme (or subject area delivery) or decide not to provide the programme or to merge or combine the programme with other programmes of study, if such action is reasonably considered to be necessary by the University. If the University decides to take such action prior to the programme commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to terminate this Contract by written notice to the University. In these circumstances, you will be entitled to a refund of any deposit/Fees that you have paid to the University. If you choose to continue with registration onto a programme, after notification that a subject area may be discontinued / phased out, then you are accepting the risk of a higher likelihood of Minor or Major change occurrences clause (g).

Post-commencement of Programme

- p) There may also be times where we need to discontinue a programme or to merge or combine a programme with other programmes after the programme has commenced if such action is required as a result of one of the reasons set out in section clause 1(f).
- q) If clause 1(l) applies, we will take reasonable steps to seek to:
- offer you a place on an alternative programme at the University (subject to place availability and you complying with the requirements of admission to and registration on that programme); or
 - (at your request) assist you to join another programme at another institution, and
 - (if appropriate), issue you with a refund of the Fees and any deposit paid

12. Termination by Us

The Contract will continue for the duration set out in the Offer unless terminated or extended by you or us in accordance with these Terms and Conditions.

We may terminate the Contract on notice to you (such notice as may be appropriate having followed any relevant University policies or procedures, but, where the circumstances dictate, immediate notice) as a result of:

- a) Failure to attend formally scheduled activities over a substantial period (as deemed appropriate by the relevant school for the programme of study) and in the absence of any submitted special circumstances or of prior approval to be absent from such activities.
- b) Failure to submit substantial (as deemed appropriate by the relevant school for the programme of study) components of course work or to attend tests and/or examinations.
- c) In the case of postgraduate research students, failure to complete, within a defined timescale, an agreed programme of work to the satisfaction of the Supervisory Committee.
- d) Failure to meet the expected standards in some or all professional placements. The required standards may be defined by the University or may be external standards applied to students on programmes leading to professional qualifications.
- e) Evidence of insufficient commitment to University study, for example, repeated unwillingness to participate in group activities, seminars, tutorials or presentations.
- f) Evidence that work submitted for assessment is consistently below the threshold standard to the extent that the student will be unable to redeem failure by reassessment.
- g) Failure to meet specific requirements defined for a particular programme of study by the University or Partner Institution and made known to students prior to admission.

13. Termination by you

- a) You may end our Contract if we break it.
- b) Otherwise, if you wish to withdraw after the 14 day cancellation period has expired under clause 5 above, or if you are deemed to have withdrawn, depending on when and for what reason you terminate the Contract (whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees and any mandatory charges, as set out in the University's Tuition Policy <</MCI

Appendix1
Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND ~~MAIL~~ ADDRESS TO BE INSERTED BY THE TRADER]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Appendix2
Relevant Policies and Procedures