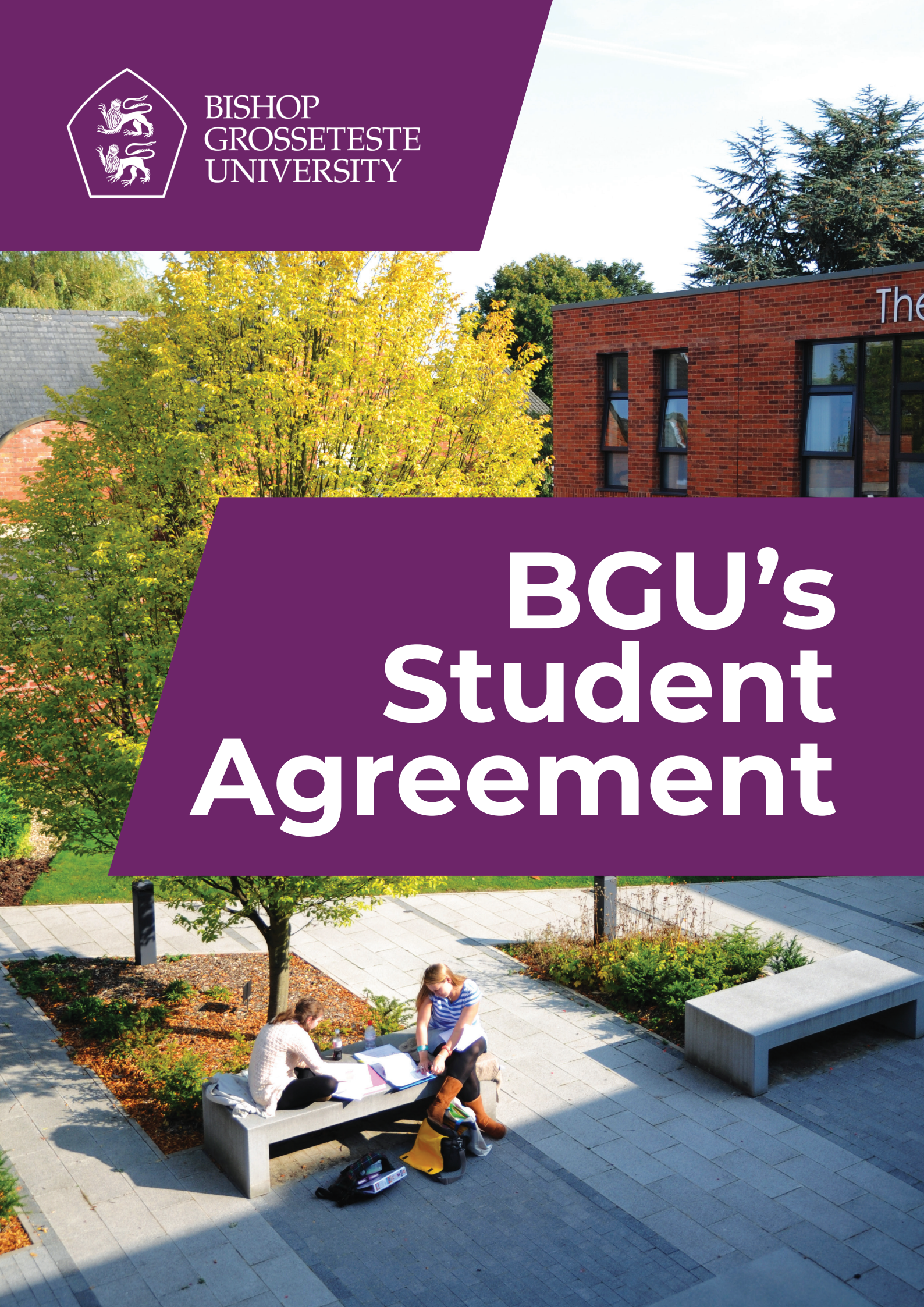




BISHOP  
GROSSETESTE  
UNIVERSITY

# BGU's Student Agreement







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# Introduction

This agreement contains important information to help you when you are applying to our University or starting your studies here. It is relevant for you at each stage of our admissions process, including when you:

- ▶ Apply to study with us
- ▶ Choose us as your firm choice University
- ▶ Attend your interview with us (if required)
- ▶ Receive an offer of a place to study from us
- ▶ Accept an offer of a place to study from us – this may be a conditional offer, and there will be some tasks you must carry out, to meet those conditions.
- ▶ Enrol with us
- ▶ Re-enrol with us if you are a current student

This agreement helps you understand what we can expect from each other.

It lets you know where you can go if you need help from us on a particular topic. This agreement tells you how we will manage a range of issues and provide our services. These include providing placements, assessing your work, managing any changes to your programme of study or to our policies or rules, helping you manage any financial difficulties, and what our regulations say about misconduct, complaints and more.

There is lots of extra information on our website too. This agreement contains web links and points you to other sources.

You will be asked to confirm that you have read and understood this agreement and that you agree to it. It forms a contractual relationship between us. This agreement is 'the contract' between us.

Please keep this agreement safe so that you can refer back to it if you need to.





## 1. Payment of Fees

**1.1** You must make arrangements at the beginning of your programme for the payment of your fees.

**1.2** We will invoice you for the full amount or remaining portion of your fees for each year of your programme. There may be occasions when we will not do this, such as if (for each year of your programme) you have:

- financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
- received an official letter/form from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
- you have applied for and obtained a discount or remission of fees.

**1.3** You must ensure that you provide us with the necessary documentation about your funding. This should be provided to our Finance Office at enrolment, or as soon as you can after enrolment.

**1.4** If you are enrolling on the basis that you are or will be applying for tuition fee waiver (full or part –time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.

**1.5** If you are self-funding and have to pay your own fees, payment can be made (in accordance with our Tuition Fee Register, Charges and Student Debt Policy) by using the web address: **payments.bishopg.ac.uk**. If you have any queries about payment please call **01522 563811**.

## 2. Accuracy of Information

**2.1** We will ask you to confirm you have given full and accurate information when applying to study with us and when enrolling with us.

**2.2** Your admission and enrolment may be invalid, if you have provided any false or misleading information. This could lead to our contract with you being terminated.

## 3. Communicating with the University

**3.1** On enrolment, you will be allocated a University email account. All email communications from us will be sent to that account. We expect you to use your University account when contacting us, and check your account regularly.

## 4. University Rules and Regulations

**4.1** You agree to comply with all the University's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students. These regulations can be found here: **[www.bishopg.ac.uk/policies](http://www.bishopg.ac.uk/policies)**.

**4.2** Some of the rules and regulations you must be aware of are set out below.



**(a)** Our expectations about your attendance, academic due diligence, academic conduct and academic progress, are set out in the Regulations for the level of your programme of study.

**(b)** Our rules regarding academic misconduct, including plagiarism and the processes we use to detect it, can be found in the University's Code of Practice for Assessment of Students and Code of Practice on Academic Misconduct.

**(c)** Our rules regarding payment of sums due to us, can be found in the Tuition Fee Register, Charges and Student Debt Policy. If you do not pay money that you owe to us, we may withdraw our services.

**(d)** Our expectations of student behaviour, are set out in the Student Disciplinary Procedure. If you do not follow these rules, we may need to take disciplinary action and you could face sanctions and/or expulsion.

**(e)** Our Support for Study Procedure, describes the steps we may take if there are concerns about your health and wellbeing.

**(f)** Our Professional Suitability Policy applies to students on professionally regulated programmes leading to or satisfying the conditions of a professional qualification or conferring a licence to practise in a particular profession. If you do not follow these requirements we may need to review your fitness to practise.

**(g)** Some applicants (to professionally regulated programmes and some other programmes) must undergo an enhanced Disclosure Barring Service (DBS) check. We will organise the DBS check for you. It must take place before you can be enrolled on to your programme. You should also be aware of the rules under the Childcare Disqualification Act for programmes where we have to comply with safeguarding laws (such as teacher training in schools). Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.

**(h)** You must notify us immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your programme, or if your circumstances change relating to fitness to practise or DBS checks.

**(i)** Our requirements and expectations regarding the organisation of, responsibility for and conduct during any placement that may form part of your programme, are set out in the Partnership Manual (School of Teacher Development) and the Placement Operational Handbook (School of Humanities and School of Social Sciences). If you need to make any independent visits to placement settings, or undertake any of your own research prior to your placement starting, this is done at your own risk.

**(j)** Our Code of Practice for Safeguarding Children and at-risk Adults, sets out our procedures and responsibilities for responding to safeguarding concerns.







**(k)** Our Student Protection Plan sets out how we will protect the student experience in the event of Programme changes or closure.

## 5. Changes to University Regulations

**5.1** We have the right to add to, delete or make changes to our Regulations, Rules, Codes, Policies and Procedures. We may need to do so if such changes will (in our opinion) assist in the proper delivery of education. We usually make changes for one or more of the following reasons:

**(a)** to review and update our Regulations, Rules, Codes, Policies and Procedures to ensure they are fit for purpose;

**(b)** to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;

**(c)** to incorporate sector guidance or best practice;

**(d)** to incorporate feedback from you; and/or

**(e)** to aid clarity or consistency of approach.

**5.2** We will consult with the Students' Union (SU) before making any substantive changes to any of the above items.

**5.3** Any changes will normally come into effect at the start of the next academic year. Some may be introduced during the academic year if we reasonably consider it is in your interests. Sometimes changes may be made during the academic year if they are required by law or in other exceptional circumstances. We will take all reasonable steps to minimise disruption to you. For instance, we will give you reasonable notice of any changes before they take effect or introduce the changes gradually.

**5.4** The updated Regulations, Rules, Codes, Policies and Procedures will be made available on our website. They may be publicised by other means so that you are made aware of any changes.

## 6. Disclaimers

**6.1** We will do all that we can to provide educational services as described on our website or in the prospectus or other documents we have issued, to appropriately enrolled students. Sometimes circumstances beyond our control mean we cannot provide such educational services. Examples include:

**(a)** industrial action by our staff or third parties;

**(b)** the unanticipated departure of key members of our staff;

**(c)** power failure;

**(d)** acts of terrorism;



- (e)** damage to buildings or equipment;
- (f)** the acts of any governmental or local authority; or
- (g)** where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

**6.2** In these circumstances, we will, in accordance with our Student Protection Plan, take all reasonable steps to minimise the resultant disruption to these services and to affected students. For instance, we may offer you the chance to move to another programme or institution, or deliver a modified version of the same programme.

**6.3** We will use all reasonable endeavours to deliver our programmes in same way they are described in our on-line course pages for the academic year in which you start studying with us. We have the right to make reasonable changes to the programme where they are needed to help us give you a better educational experience. For instance, changes may be made to the content and syllabus of a programme, its location or the ways we deliver and assess a programme. If we need to make such changes, we will keep them to a minimum. We will discuss any changes that affect you in advance and ask for your views. Our aim will always be to maintain a quality student experience. If the University changes your programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw

from the programme. If required, we will offer you reasonable support to transfer to another programme with us, or to another provider.

**6.4** We do not exclude or limit in any way our liability for: (a) death or personal injury caused by its negligence or the negligence of our employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.

**6.5** We do not accept responsibility and expressly exclude liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## 7. Data Protection

**7.1** We are committed to protecting your personal information when you are using our services, in accordance with the General Data Protection Regulation 2016 and Data Protection Act 2018.

**7.2** Details of how your data is handled by the University is available within the University's Fair Processing Policy for Students, Data Protection Policy, and Privacy Policy. These documents can be found at: **[www.bishopg.ac.uk/data-protection](http://www.bishopg.ac.uk/data-protection)**

**7.3** All of the personal information obtained from you and other sources in connection with your studies at the University will be held in secure



conditions as required by law. We will only process, store or share your personal information if we have a lawful basis to do so.

**7.4** We will need to collect information about you and process it at application stage, enrolment, during your studies and after you leave. We need to do this so that we can provide you with a University experience, as advertised. The information we process will be used to provide services to you; to deal with your requests and enquiries and to comply with certain legal and regulatory requirements.

**7.5** You can see a full list of all the purposes for which we process personal data, in our entry on the register of data controllers held by the Information Commissioner at: <https://ico.org.uk/ESDWebPages/Entry/Z5563337>

## 8. Sharing Your Data

**8.1** We may be legally required to supply information about you, to the Office for Students (the University's principal regulator), Higher Education Statistics Agency (HESA), national student loans' companies and other agencies. We will share information in this way, if we are required to by law.

**8.2** Your HESA record contains details of your ethnic group and any disabilities you have. You can find out more about what we provide to

HESA and how it is handled, by reading their privacy notice here: <https://www.hesa.ac.uk/about/website/privacy>

**8.3** We will keep your information within BGU and may share it internally as required. We may share your information externally when disclosure is required or permitted by law (for example to government bodies and law enforcement agencies, including for child protection or counter-terrorism reasons). We may share your information if the sharing is in the public interest, where we have your prior consent or where we have another lawful basis. We may share your personal data with other organisations in circumstances where a data sharing agreement and/or a service contract is in place. We are committed to safeguarding your personal information and sharing will be carried out using secure methods (see section 7 of this agreement, our Privacy Policy, and our Data Protection Policy).



## 9. Sharing Information About You, with Your Employer

**9.1** If you are employed by a third party during all or any of the period of your study with us, and your employer has a direct interest in your status as a student (for example your employer is paying for your course), you agree that we may disclose to your employer information we have obtained about you during admission, enrolment and/or during your studies.

Information we may need to share with your employer will usually concern your attendance and performance. Special categories of data (e.g. racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, data concerning health or sexual orientation) will not be shared with an employer without your explicit consent. We would only share this type of data without your consent if we need to protect your vital interests as permitted by law. Vital interests are those which are essential for someone's life. This lawful basis for sharing information about you, is very limited in its scope, and generally only applies to matters of life and death.

## 10. Sharing Information About You with Other Parties

**10.1** We may also disclose some or all of your personal information, in accordance

with our Privacy Policy and Data Protection Policy, to a variety of other recipients in order to provide academic services to you and other functions, such as the careers service.

**10.2** These recipients include:

- Partner institutions of the University;
- Organisations that provide funding and bursaries to students;
- Local Authorities (for purposes connected with your student status that may include the purpose of contacting you about your right to register to vote. Any queries about this inclusion must be addressed to the relevant Local Authority);
- Student sponsors (including the Student Loans Company and other agencies private, public and voluntary that provide student support and individuals or organisations with whom you have entered into an agreement to provide some or all of the costs of study);
- Relevant external professional bodies (including those to whom you apply for membership and to whom the programme regulations require that the University provides information - see details in programme handbooks);
- Education/training establishments;
- Potential employers and placement providers (some of whom may be situated outside the EEA);
- Government funding bodies;
- UCAS;
- Local and Area Health Authorities;
- UK banks;
- University insurers;
- HESA.





## 11. Sharing Information About You with the Students' Union

**11.1** We will also send some personal information we hold about you to the Bishop Grosseteste Students' Union (SU) for membership purposes. You become a member of the SU once you enrol at the University. This transfer of information will enable you to make use of the SU's services more quickly and

easily. It will allow the SU to verify your eligibility to join clubs and societies and vote in elections. It will allow the SU to contact you with essential updates. Further information about this transfer can be obtained from the SU if required. If you would prefer that your information is not shared with the SU in this way, please contact us via email at: **[regulatorycompliance@bishopg.ac.uk](mailto:regulatorycompliance@bishopg.ac.uk)** or in writing to **Registrar, Bishop Grosseteste University, Longdales Road, Lincoln, LN1 3DY.**







## 12. Using Information About You in Research

**12.1** We may collaborate with Government Funding Agencies to conduct research into the student experience. Any organisation that conducts research on behalf of the University and/or these Agencies will use your details only for the purpose stated. They will then delete your details.

## 13. Publishing Information About You

**13.1** We publish names of Graduating students within the Graduation Programme. Full details of this procedure (and how to notify any concerns about this process) can be obtained from the Student Administration Office.

**13.2** Your name will be included in graduate cohort lists on printed merchandise such as clothing items, for others to purchase. Please contact the Marketing Department if you do not wish your name to be included.

**13.3** We may send you information whilst you are a student of future opportunities that may be of interest to you.

**13.4** At University Events we do take photographs of general crowd shots which may be used for marketing purposes, if we do take individual photographs we will obtain your explicit consent prior to use.

**13.5** Any information provided to us as part of feedback may be quoted in marketing materials with a pseudonym. We will not use your name unless explicit consent to do so has been obtained.

## 14. Sharing Your Access Needs Information

**14.1** If have disclosed a disability, the Student Advice Service will need to process that information. The Student Advice Service will need to assess what, if any, reasonable adjustments are required and how they can be implemented. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to know, to help with the adjustments identified.

You have the right to request that information about your disability is not disclosed to such staff. If you wish to do so during application or enrolment stage, contact the University Admissions Manager. If you wish to do so during your studies, contact the Student Administration Manager. All efforts will be made to implement reasonable adjustments, but if you request confidentiality it may mean we cannot make some or all of the adjustments identified.

## 15. Sharing Information About You for Debt Recovery, and Dispute Resolution

**15.1** Your personal information may also be disclosed to external debt collection or credit reference agencies. This could be needed to assist in the recovery of unpaid tuition fees and other outstanding monies due to us.

**15.2** We may need to share relevant personal information about you with our legal representatives, if we need to seek legal advice.

## 16. Your Cancellation Rights

**16.1** You have a statutory right to cancel this contract without giving any reason. This cancellation period will expire 14 days after the date on which you enrol at the University.

**16.2** Should you wish to cancel prior to enrolment and you have made your application through UCAS or UCAS Teacher Training, you must contact UCAS directly to amend your offer decision.

**16.3** Should you wish to cancel prior to enrolment and you have made your application direct to the University, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by

post or e-mail). You may use the model cancellation form at the end of this document. The statement/cancellation form should be returned to **admissions@bishopg.ac.uk**.

**16.4** If you wish to cancel your contract within the 14 days post enrolment, please complete the cancellation form attached and return to **qasd@bishopg.ac.uk**.

## 17. Reimbursement

**17.1** If you cancel this contract as set out above, we will reimburse to you all payments received by us from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which the University is informed about your decision to cancel this contract.

**17.2** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.



## 18. Cancellation After the Statutory Cancellation Period

**18.1** If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may also be obliged to pay a proportion of your tuition fees.

## 19. Programmes That Start Within the Statutory Cancellation Period

**19.1** If your programme is due to begin within 14 days from the date you accept the offer of a place with us (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period.

**19.2** If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of our service to you to the date of cancellation and any additional expenses previously incurred by us, in pursuit of confirmation of your eligibility to enrol, such as fees for DBS checks.

## 20. Visa Requirements for Overseas Students

**20.1** If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at: **[www.bishopg.ac.uk/policies-procedures-regulations-forms](http://www.bishopg.ac.uk/policies-procedures-regulations-forms)**

**20.2** You must make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, we have the right to terminate our contract with you.

## 21. General

**21.1** If any provision of this agreement, which forms the contract between you and us is held to be void or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

**21.2** This agreement, which forms the contract between you and us, shall be governed by and construed in accordance with the laws of England and Wales. Both parties agree to submit to the jurisdiction of the courts of England and Wales.

**21.3** This agreement, which forms the contract between you and us, does not confer third party benefits for the purposes of the contract (Rights of Third Parties) Act 1999.

## 22. Your Agreement and Consent

By the completion of our Self-Service Form and signing your Enrolment/ Re-Enrolment Pass, you confirm that you have read and understood this agreement and that you agree to comply with all parts of it, including the collection, processing and sharing of information about you, as described.







# Cancellation Form

For pre-enrolment cancellations, please fill out this form and send by post addressed to:

**Admissions, Bishop Grosseteste University,  
Longdales Road, Lincoln, LN1 3DY**

or send by email to:

**[admissions@bishopg.ac.uk](mailto:admissions@bishopg.ac.uk)**

For post-enrolment cancellations, please fill out this form and send by post addressed to:

**QASD, Bishop Grosseteste University,  
Longdales Road, Lincoln, LN1 3DY**

or send by email to:

**[qasd@bishopg.ac.uk](mailto:qasd@bishopg.ac.uk)**

I hereby give notice that I wish to cancel my contract with the University (due to commence at the stated programme start date).

Name of student: \_\_\_\_\_

Student number: \_\_\_\_\_

Programme title: \_\_\_\_\_

Address of student: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_











