

University of Bristol Student Agreement 2016-17

Definitions

We/Us/Our means the University of Bristol.

You/Your means a registered student of the University of Bristol or the holder of an offer of a place.

Programme means your pathway or programme of study or research.

1. Introduction

a. This document forms the basis of the relationship between you and us which starts when you accept our offer of a place on your Programme. This includes acceptance through UCAS or another agency where applicable. Your ability to take up your place may depend on meeting certain conditions.

b. To keep this document to a sensible length, we refer to other documents. They also form part of this agreement. In particular we refer you to:

1. [Rules and regulations for students](#) - especially the regulations relating to student discipline, examination regulations, fees, exclusion on the grounds of health, safety and welfare, fitness to practise, research conduct and misconduct and the use of computer and library facilities
2. [University Student Handbook](#)
3. [Data protection policy](#)
4. [Intellectual property policy for students](#)

c. If you have secured a place in University accommodation, your right to that place is subject to your continued registration as a student at the University. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.

This Agreement has been produced in consultation with the Students' Union. The Students' Union is a separate legal entity which exists to support the welfare and development of students. We encourage you to participate in the activities of the Students' Union.

2. We each agree that:

Programme of study and learning environment	
You can expect us to:	We expect you to:
provide you with the tuition and learning support	take responsibility for your own

Programme of study and learning environment	
You can expect us to:	We expect you to:
associated with your Programme of study with reasonable care and skill.	learning, working in partnership with staff to become a self-reliant, independent learner.
make reasonable efforts to deliver your Programme of study as described in the relevant specification for the appropriate academic year.	pursue your studies diligently, contributing effectively to your Programme and not to hinder the studies of others.
(notwithstanding the above) ensure your programme is informed by, and updated in line with, current research and developments in the relevant academic discipline.	engage with all aspects of your programme so that you can ensure you are aware of updated information.
let you know as soon as possible if we need to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus (see section 3 for further details)	attend formal teaching and learning events (lectures, seminars, tutorials, lab classes, etc.) associated with your Programme, subject to absence for medical or other agreed reasons.
provide formal University policies, including regulations, codes of practice and guidelines, within which your Programme will be delivered.	familiarise yourself and comply with relevant University rules and regulations, including those relating to your Programme and the award for which you are registered.
consult with you, via the elected sabbatical officers of the Students' Union, and through the Course Representative system on any proposed significant changes to the formal University regulation and policies that govern your Programme, ensuring that its implementation does not negatively affect existing cohorts of students.	engage with the consultation, where appropriate, and be aware of when changes will be implemented and what that means to you.
make available appropriate infrastructure to support your learning, including teaching and learning space, library and ICT facilities.	make appropriate use of all the resources available, including staff, other students and library and ICT facilities, and comply with the General Regulations for the Library Services and Facilities and Acceptable Use Policy .
provide clear information about your Programme and units and about our expectations of what you need to	be aware of the information provided to you about the University and your

Programme of study and learning environment	
You can expect us to:	We expect you to:
achieve to complete your Programme successfully.	Programme and know where to look for reference to detailed information and guidance, whether electronic or paper based.
communicate with you by post or via your University email address as appropriate.	check your University email account regularly and frequently both during and outside of term time.
return marked work in a timely manner and according to the guidance set out in the University's codes of practice for assessment, progression and the award of qualifications, or equivalent.	complete and submit by the required deadlines any work to be assessed as part of your Programme, including any assignments, laboratory or project work related to individual units.
encourage a professional and responsible learning environment and suitably support you, academically and pastorally.	play an effective part in the academic community and respond to requests to give your opinion about your learning and other experiences at the University.
carry out regular monitoring of the quality of learning and teaching offered as part of your Programme.	contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.
Accountability and conduct	
You can expect us to:	We expect you to:
In accordance with the procedures contained in the Student Complaints Procedure, Student Disciplinary Regulations and Examination Regulations: <ol style="list-style-type: none"> 1. allow you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you 2. operate a fair and transparent disciplinary procedure 	be aware of the Student Complaints Procedure, Student Disciplinary Regulations and Examination Regulations including the rules relating to submission of extenuating circumstances, complying with deadlines by which representations have to be made and noting that, wherever possible, complaints are best resolved at school or faculty level.
give you the right to be represented in University Governance, usually through the Students' Union, and	when acting as a student representative on school, faculty or University

Programme of study and learning environment

You can expect us to:	We expect you to:
to encourage student representation on relevant University committees, boards and working groups.	committees, take care to consult fellow students and to represent their views accurately and in a balanced way. to engage with your course representative and local representative and to raise concerns at the earliest opportunity.
take reasonable care to keep your personal details secure at all times, and to comply with our obligations under the Data Protection Act.	ensure that the personal details the University holds about you, including your current term-time and home address and personal email address are accurate and updated as soon as they change, using Student Info online. This will help us to contact you quickly as and when needed.
conduct fair procedures for dealing with students who disclose criminal convictions either before or after registration.	disclose any unspent criminal convictions and cautions that are not “protected” when applying to us and during your studies. “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 DBS check from the Disclosure and Barring Service.
make publicly available (and regularly update as required) details of the tuition fees and any other expenses relating to all the programmes of study offered by the University.	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 , refunds in the event of termination of your studies and the consequences of non-payment
provide you with a fair, equitable and supportive environment in accordance with the University’s	comply with University rules and regulations regarding student behaviour

Programme of study and learning environment

You can expect us to:	We expect you to:
Equality and Diversity policy .	and attendance. Students are encouraged to share with the University in a timely manner any circumstances affecting their study

3. Changes to Your Programme

- a. Where necessary and reasonable we may need to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme.
- b. In altering any material aspects of your Programme:
 - i. we will give reasonable notice, consult you and give you an opportunity to provide feedback to us in relation to any proposed material changes to your Programme. We will take account of your feedback in our decision and will attempt to minimise any adverse impact on you.
 - ii. where necessary we will make arrangements for you to complete your original Programme.
- c. In withdrawing a programme:
 - i. we will not withdraw a Programme until all students enrolled on that Programme have completed their studies.
 - ii. If necessary we will explore with you the opportunities for transferring to another Programme at Bristol or another institution, and will ensure that you receive recognition or credits for any units you have successfully completed.
 - iii. we may withdraw Programmes before they have started.
- d. If between the time of your acceptance of an offer and registering for a Programme there is discontinuance of, or fundamental changes to, your Programme you will be entitled to withdraw your application (see section 9).

4. Termination

- a. The relationship between you and us will end:
 - i. if you withdraw from the University; or
 - ii. if you are required to withdraw in accordance with our disciplinary or fitness to practise procedures or by a decision of the faculty board based on your academic performance; and/or
 - iii. for non-payment of fees in accordance with the Student Fees Regulations.
- b. We may terminate our relationship with you in writing with immediate effect if:
 - i. you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme; or

- ii. between accepting an offer and starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or
- iii. we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or
- iv. in our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; or
- v. where 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](#); or
- vi. if 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.

You will have the right to submit a complaint under the Student Complaints Procedure should the relationship between you and us be terminated under this sub-section (b).

c. 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. If, at the time of termination you have registered, we shall be entitled to require you to stop studying on your Programme and leave the University immediately.

d. On termination, you are required to return your student identification card, together with all property owned by us, to your faculty office. You must pay all outstanding fees immediately. Any contract you have for University accommodation will terminate in accordance with its terms.

e. 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.

5. Liability

a. We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- i. your own fault;
- ii. the fault of a third party.

b. 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.

c. We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

6. Intellectual Property

Our intellectual property: Your intellectual property: as set out in the [policy on intellectual property rights](#), we may require that you transfer to us (or a third party) 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 [[LINK to RED webpages](#)].

7. 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.

8. Immigration Requirements

We have legal obligations to comply with UK immigration requirements including engagement monitoring. You must ensure that your immigration status is up to date. Further guidance is available from our [International Office](#).

9. Your right to cancel

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

b. To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect (e.g. a letter sent by post, fax or email). You may complete our online model cancellation form, but it is not obligatory. If you submit our online form, we will acknowledge receipt of your notice by e-mail without delay.

c. To meet the cancellation deadline, it is sufficient for you to send your communication exercising your right to cancel before the 14 day cancellation period has expired.

d. If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this agreement. 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.

10. Data Protection

When you enter into the relationship with us, you are giving us the right to hold and process your personal data including sensitive personal data. We will process your personal data in accordance with the Data Protection Act 1998 and our policies on data protection and data processing. We will share your data with third parties in accordance with our policy on data protection. We shall remain the data controller of your data. For full details of our policies, read [how the University uses student personal data](#).

We may record lectures or other educational activities in which you may be involved in accordance with our [Policy for Recording Educational Activity](#). Please read this policy to understand your rights and obligations

11. Notices

a. Any 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 prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time or your home address as appropriate. Notice to the University should be addressed to the Deputy Registrar (Academic Services) at Senate House.

b. Notice shall be properly served when delivered by hand or 48 hours after being posted if sent by pre-paid first class post or by email.

c. Please note your obligation to keep your contact details up to date.

12. General

a. If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

b. These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Programme and replace any other undertakings or representations.

c. This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

d. Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

e. Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

f. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

g. The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.