Introduction

We know that you are given a lot of information when you are starting university. We have decided to put the information about policies, procedures and other important information in one agreement to help you find them.

Some of these things may not seem very important at the moment, but you need to know that they are there, and to be able to find them easily later if you need to. For example, we explain what happens if we have to change something about your course and what will happen if something goes wrong. We explain how you can complain and how you can pay your fees. We also explain our expectations of you as a student.

Please read through this agreement and keep it safe so that you can look at it later.

This student agreement forms the basis of the contractual relationship between you and us. It is important that you read this 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.

If you are a postgraduate student undertaking a research degree, there may also be resources available from BU to support your studies. This will depend on the course you are studying and how BU supports it. The main student agreement is between you and the Partner College. However, some of BU’s procedures, such as complaints and academic offences, will apply to you. You may be required to follow the Partner College’s procedure before you can escalate the issue at BU. We have noted this where it is relevant.

Registered students of BU become members of the Students’ Union but you have a right to opt out of 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 www.subu.org.uk

If you are studying at one of our Partner Colleges, not only will you have access to all the facilities on your college campus, there may also be resources available from BU to support your studies. This will depend on the course you are studying and how BU supports it. If you are studying at one of our Partner Colleges, not only will you have access to all the facilities on your college campus, there may also be resources available from BU to support your studies. This will depend on the course you are studying and how BU supports it.

If you are not quite sure how any of this 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 welcoming you to BU.
This section includes the terms that are relevant to the application and admissions process. Section 6 (Liability, ending the agreement and general provisions) applies to applicants as well as offer holders and registered students. All the other sections of this student agreement will apply to you if we make you an offer, and you should read them if you are considering applying or accepting an offer.

1. Admissions

1.1 The application procedure you need to follow will depend on the level of course you are applying for:
   • For undergraduate courses, you will usually need to apply via the Universities and Colleges Admissions Service (UCAS; see www.ucas.ac.uk)
   • Applicants for postgraduate taught degree courses will usually need to apply via BU’s online admissions system
   • Applicants for postgraduate research degrees need to apply via BU’s Doctoral College online admissions system.

More information is available on our website: www.bournemouth.ac.uk/information-applicants

1.2 Applicants must demonstrate a set of skills required to fulfil the demands of the BU course. These are listed in our entry requirements and published on our website, in our prospectus and in our admissions policies (www.bournemouth.ac.uk/important-information, under Admissions). There may be an interview, a portfolio review or selection tests before we can make you an offer and we may ask for references at this stage.

1.3 BU considers all applications on equal merit using transparent academic and non-academic entry requirements to support judgements made during the selection process.

1.4 If you have not provided up to date, accurate or complete information, we may not be able to consider your application. If missing information would have affected our decision, or we believe your application is misleading or fraudulent, we may withdraw or change an offer. We will tell you if we do this and you can appeal. For more information please see the Fraudulent Applications Policy on our website (www.bournemouth.ac.uk/important-information, under Admissions).

1.5 We will apply the standard selection criteria when considering students who need additional learning support. If you need additional learning support please contact us as soon as possible so that we can explain what support may be available to you (www.bournemouth.ac.uk/alst). Some support is funded by the government and you may need to contribute towards the cost of an assessment for this. There are limits on the support that the UK government will fund and you may need to contribute to funding your support. If you are not a UK based student, you may not be eligible for any UK public funding.

1.6 We may make you an offer for a different course, or pass your application to one of our Partner Colleges to consider, if we believe that a different course would be more suitable for you. We will let you know if we do this.

1.7 We use contextual data to assess the academic achievement and potential of applicants. We only consider categories of contextual data (such as being in care, having a disability, being a refugee, living in a low participation area or an area with less advantaged socio-economic characteristics) if there is evidence that these factors have an effect on academic achievements. You can find more detail about our fair access and widening participation policy here: www.bournemouth.ac.uk/contextual-data

2. Offers

2.1 An offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions in the offer letter. You will only be able to take up your place if you meet the academic conditions and non-academic requirements for admission. Examples of non-academic requirements include:
   • An Enhanced Disclosure and Barring Service (DBS) check (see paragraph 5.2 for more information about this check)
   • An Occupational Health check
   • A certain level of English language competence
   • The requirements of a professional body or regulator
   • An academic and / or professional reference.

2.2 All applicants are required to provide photographic ID and original copies of qualifications at enrolment, except where qualifications are received directly from the awarding body if your qualifications are not in English, official translations of these certificates will need to be provided.

2.3 If you have received an offer through our Unconditional Offer Scheme, your place will be confirmed if you accept our offer as your firm choice through UCAS, however you will still be required to meet the non-academic requirements for admission (see paragraph 1.1).

2.4 When you accept your offer, you will agree to this student agreement. If you do not meet all of your academic conditions or non-academic requirements, please contact us to discuss your options.

2.5 We may also need you to pay a deposit when you accept an offer. We will not always refund the deposit if you do not take up your place. There are more details in our Fees Policy (www.bournemouth.ac.uk/important-information, under Finance).

2.6 If you are an international student, you will 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 course if you do not have the correct visa. There are also restrictions on placements for international students (see paragraph 1.2). If your visa is removed or expires we will have to report this to the Home Office and withdraw or suspend you from BU until the matter is resolved (see paragraph 31.6). For more information, see www.bournemouth.ac.uk/student/help, under International Students.

BU Student Agreement
3. Specific requirements for NHS and professional courses

3.1 If you have applied for an NHS professional course or a course with requirements relating to practice placements, you may need to pass an Occupational Health check. As part of this check, you may need to be tested for certain diseases as required by UK Department of Health guidance. There is further information in the non-academic entry requirements section on the relevant course information on our website (www.bournemouth.ac.uk/courses).

• As an alternative, you may be able to provide a record of immunity status for these diseases. You will need to obtain details of your past immunisation records from your doctor and you may need to pay for immunisations before you can start the course.

• If you refuse the required immunisations, or cannot be immunised for medical reasons, you may not be allowed to attend the course and we may withdraw you from your course. You cannot appeal against the immunisation requirements.

3.2 We will also need to check your criminal record. If you are or have been resident in the UK, an Enhanced Disclosure and Barring Service (DBS) check must be completed before you can start your course. If you have never been resident in the UK, you may provide a police check from your home country before you start your course. If there are matters on your criminal record of a type shown by an Enhanced DBS check, we will ask you to provide further information. Our Disclosure Panel will consider it under our Admissions Policy for Applicants with Criminal Records (see www.bournemouth.ac.uk/important-information, under Admissions).

3.3 There is more information about compulsory integrated practice learning placement periods in the course information on our website (www.bournemouth.ac.uk/courses). We will also send you information with your offer. Placements are arranged by the Faculty's placement team with placement providers and will be split over several placement providers and locations. Although your term time address and method of transport are considered when allocating placements, you may have to travel over large areas and you may therefore need to find short-term accommodation for your placement. For some NHS professional courses, NHS Student Services may be available to help with associated costs via the Learning Support Fund: www.nhsbsa.nhs.uk/learning-support-fund. See paragraph 12 for more information about placements.

4. Cancelling after you accept your offer but before starting your course

4.1 You have the right to change your mind and withdraw from your student agreement without giving a reason within 14 days of accepting your offer from us. If you want to withdraw during this 14-day cancellation period, you must contact us, our email address is futurestudents@bournemouth.ac.uk. You can tell us that you want to withdraw by email, letter, or by sending a cancellation form. You can use our model cancellation form (see www.bournemouth.ac.uk/important-information, under Finance). Alternatively if you are applying for an undergraduate course you may contact UCAS directly.

4.2 If you paid a deposit when you accepted an offer, and you withdraw within 14 days of accepting the offer from us, we will refund that deposit in full. If you wish to claim a refund, you must complete a refund claim form. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

4.3 If you want to postponed your start at BU, you must contact us as soon as possible by emailing futurestudents@bournemouth.ac.uk. If you want to defer for more than one intake we may ask you to re-apply and if you have paid a deposit we will not refund it unless you cancel within 14 days of accepting the offer. See paragraph 24.4 for more information about refunds if you postpone your start.

5. Cancelling and withdrawing at the start of your course

5.1 When you complete your registration you agree that this agreement will apply to you immediately. As well as the cancellation right in paragraph 4.2, you have the right to withdraw from your course before you register and within 14 days after the course start date.

5.2 If you want to withdraw, you must contact us using the details at the top of your offer letter. You do not need to have a reason. We can tell you that you want to withdraw by email, letter, or by sending a cancellation form. You can use our model cancellation form (see www.bournemouth.ac.uk/important-information, under Finance), but you do not have to use this form.

5.3 If you withdraw within 14 days after the course start date, we will refund any fees that you paid on registration. We will not refund the deposit that you paid when you accepted the offer, unless exceptional circumstances apply and we agree with you that you will need to complete a refund claim form. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

5.4 You may withdraw from your course or apply to put your studies on hold after the 14-day cancellation period has ended. See paragraph 51 (Ending or suspending the studies on hold after the 14-day cancellation period has ended). See paragraph 51 (Ending or suspending the studies on hold after the 14-day cancellation period has ended).

6. Changes before you register

6.1 The course information on our website (www.bournemouth.ac.uk/courses) includes a list of the core and optional units that may be available for your course. We do not guarantee that an optional unit will run or be available to all students. Your choice of units may be restricted by limits on timetabling, staffing, facilities, or the number of places on the unit.

6.2 We may change our admissions requirements for future applications. Once we have published the requirements for a specific intake or academic year, we will not change these in exceptional circumstances.

6.3 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.

7. Admissions appeals

7.1 If you want to appeal an admissions decision, you should follow the procedure set out in the Admissions Appeals and Complaints: Policy (www.bournemouth.ac.uk/important-information, under Admissions). You will need to email futurestudents@bournemouth.ac.uk within ten working days of being told that your application was unsuccessful. You can appeal if there is evidence that the University has failed to comply with its policies and procedures or if relevant new information relating to your case has come to light after you were notified of your offer. You can make your appeal within one month of the decision being made. If the appeal is successful, we will make you a new offer or award you a place on the programme.

8. Admissions complaints

8.1 If you want to complain about our recruitment, selection or admissions process you should email futurestudents@bournemouth.ac.uk. You should make your complaint within one month of the matter you are complaining about. We will only consider a complaint that you make later than this in exceptional circumstances. If you have applied to a Partner College for a course validated by BU, you will need to complain to the Partner College. Please call us if you are not sure (call Future Students on +44 (0)1202 969196, or email futurestudents@bournemouth.ac.uk).

8.2 We will aim to respond within 20 working days of receiving the complaint. If you are not satisfied with the outcome, you may ask for a central review by emailing futurestudents@bournemouth.ac.uk. We will aim to respond within ten working days of the date of the response you must provide copies of all information relevant to your complaint and the outcome of the initial review.

8.3 We will consider whether your complaint is within the scope of the policy. If the complaint is not within the scope of the policy, we will write to you and give you the reasons for the decision on the scope of the policy, we will attempt to resolve it. See the Admissions Appeals and Complaints: Policy (www.bournemouth.ac.uk/important-information, under Admissions) for more information.

8.4 You 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 956779 or email subuadvice@ bournemouth.ac.uk). If you have applied to a Partner College for a course validated by BU, you will need to appeal to the Partner College. Please contact us if you are not sure (call AskBU on +44 (0)1202 969696, or email askbu@bournemouth.ac.uk).

8.5 We will aim to write to you with our response within ten working days. If you are still unhappy, you may ask for a review within ten working days. We will aim to respond with the outcome of the review within ten working days and you will be kept informed of progress. Our decision following the review is final and there can be no further appeals.
9. BU and student obligations

9.1 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 and we expect all students to behave in a manner that supports this. 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 18). If you wish to discuss any equality matters please contact the Equality and Diversity Adviser at diversity@bournemouth.ac.uk.

9.2 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from BU.

9.3 If you are undertaking a research degree, 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 20 and 21 for more information about academic offences and research misconduct.

9.4 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. You must follow instructions or procedures notified to you by BU staff and relevant requirements of the documents referred to in paragraph 9.3. You must 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, e.g. 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.

10. Health, safety and security

10.1 BU has a wealth of support for your wellbeing and further information (including how to register with a local GP and the location of the campus medical centre) can be found on our website www.bournemouth.ac.uk/students/health-wellbeing.

If you need further advice on where to go to for help please contact AskBU (askbu@bournemouth.ac.uk) who will be able to signpost you to the right service and advise on how to access it.

10.2 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). 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. See www.bournemouth.ac.uk/student/contagious-diseases for more information.

10.3 Guidance about support for sexual assault and harassment, and how to report this, is available at www.bournemouth.ac.uk/students/help-advice/safety-personal-security/sexual-assault-harassment-prevention-support.

10.4 You must comply with any instructions given by BU about health and safety and fire safety (for more information see www.bournemouth.ac.uk/student/personal-safety). In particular, you must:

- Follow the Fire Evacuation procedures – you will be supported to complete a Personal Emergency Evacuation Plan.
- 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, covering or tampering with smoke detectors and propping open fire doors without prior approval from a BU staff member.
• Wear suitable overalls or protective clothing as directed by staff.
• 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.

10.5 You must not smoke or use electronic cigarettes in BU buildings, at entrances to our buildings or within five 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).

10.6 Please be aware of security at all times. If you become aware of an intruder at BU or someone acting in a suspicious manner, you should report the matter immediately either directly to our Estates Security staff, or via our emergency number (+44 (0)1202 963222 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).

10.7 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.

10.8 We reserve the right to question and/or search you or to allow to use them. So, you must not give third parties access to them, pose as another user or share any login or password that is for a specific individual. To protect our network, unless you have specific permission from BU IT Services, you must not connect any hardware to our network or download any software to any of our hardware.

Further rules or procedures apply to some of our IT resources 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 following the Social Media Policy here: (www.bournemouth.ac.uk/important-information, under IT)
• 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 the Information Security Policy scheme (including as set out in paragraph 11.2), we may apply sanctions, and you may stop you accessing resources. Breaches may also result in action under the Student Disciplinary Procedure (see paragraph 18).

11. Services

11.1 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 (see paragraph 18). See also paragraph 27.3 for more information about sanctions.

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

11.2 Information, computing and technology. This paragraph applies to all computer and telecommunications networks, facilities, resources and services used or provided by BU, including telephone, wireless and Internet services. We call these IT resources. Unless other specific rules apply, when using BU’s IT resources you must follow BU’s Information Security Policy scheme.

This means, in particular, you must comply with the:
• Rest of paragraph 11.2
• Acceptable Use Policy (www.bournemouth.ac.uk/important-information, under IT)
• Associated IT policies, rules and procedures.

Our IT resources should only be available to those we allow to use them. So, you must not give third parties access to them, pose as another user or share any login or password that is for a specific individual. To protect our network, unless you have specific permission from BU IT Services, you must not connect any hardware to our network or download any software to any of our hardware.

Placements are arranged by the Faculty’s placement team with placement providers. Placements will be split over several placement providers and locations. See our Placements: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Placements for more information). Although we consider your term-time address and method of transport when allocating placements, you may have to travel over large areas to reach placements. You may need to find short-term accommodation for your placement.

For some NHS professional courses, NHS Student Services may be available to help with associated costs via the Learning Support Fund: www.nhsbsa.nhs.uk/learning-support-fund.

Placements for other undergraduate students. All undergraduate, full-time, first degrees will include an opportunity to undertake a placement experience. If your course includes a compulsory placement, there is information in the course information on our website (www.bournemouth.ac.uk/courses). You are responsible for finding and applying for placements. Your Faculty will support you with this, see our Placements: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Placements).

If you undertake a sandwich degree, you will have to pay a reduced tuition fee for the academic year that you are on your placement. The fees for the placement year are much lower than normal tuition fees. More information about tuition fees for your course is in the course information on our website (www.bournemouth.ac.uk/courses) and we will send you information with your offer letter. There is more general information about fees and charges and how to pay them in Section 5 (Fees and charges).

If your course includes a compulsory placement and you have not been able to arrange a placement, we may offer you a place on another course for which you are qualified, make changes to the normal syllabus, or require you to defer your course for a year. We will not have any liability to you for the effect of these changes if we need to make them because you have not arranged a placement.

International students must comply with their visa requirements when arranging placements. You must check with us before you arrange a placement and you must comply with reporting and other requirements. There may be restrictions on the hours you can work or the length of your placement. See www.bournemouth.ac.uk/student/immigration, under International Students. If you do not comply with your visa requirements, we will need to report this to the Home Office and withdraw you from your course. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn.

12. Placements

Placements in the Faculty of Health & Social Sciences. Students on NHS professional courses in the Faculty of Health and Social Sciences can find information about compulsory integrated practice learning placement periods in the course information on our website (www.bournemouth.ac.uk/courses). We will also send you information with your offer.
13. Course changes after you register

13.1 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) and in the Student Handbook that we give you when you enrol. 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.

13.2 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.

• We formally review our courses periodically under the Programme Approval, Review and Closure: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Course Changes). These changes will not alter the nature, focus or purpose of the course.

• We may also make changes under the Programme and Unit Modifications: Policy and Procedure (see www.bournemouth.ac.uk/important-information, under Course Changes). These changes will not alter the nature, focus or purpose of the course.

13.3 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. Please also note paragraph 29 (Events outside our control).

13.4 Updates to a course following a formal review or under the modifications procedure will usually apply only to new intakes of students. However, in some circumstances, changes may also affect current students. If a proposed change does affect current students, and is a significant change to information in the Student Handbook that we give you when you enrol, the changes will be brought to your attention in the Code of Practice for Research Degrees, we will consult the affected students under the procedure in paragraph 13.5. Examples of significant changes could be:

• A change of award or course title
• A change in the aims or outcomes of a course or unit
• A change in the place of delivery

13.5 If a proposed significant change will affect current students as described in paragraph 13.4, we will not implement it for current students unless we obtain the written agreement of more than 50% of the affected students. We will inform the affected students and seek written agreement from more than 50% of them (per level, per course). We will make reasonable efforts to obtain student support for the changes and we will inform the affected students if we implement the changes.

13.6 If we make a significant change to your course with the support of other students for reasons other than an Event Outside Our Control (see paragraph 29), or we make a significant change to information given to you, and in either case you did not agree to the change and it causes you exceptional hardship, we will consider whether it is appropriate to take further steps to reduce the adverse effects for you. There may be limits or conditions on any offer that we make to you.

13.7 In some cases, we will review a course because we are considering closing it for future intakes. If we decide to close a course, we will make sure that appropriate arrangements are in place until current students have completed the course. If this is not possible (for example where an interruption of study has caused a delay in a student being able to complete the course) we will make arrangements for the transfer of students to another suitable course. We will manage and maintain academic quality and standards and provide appropriate learning opportunities. Please see our Student Protection Plan and Refund and Compensation Policy for more information (www.bournemouth.ac.uk/important-information).

14. Intellectual property (IP)

14.1 We do not automatically take ownership of intellectual property that you create as part of your studies or your research. However, in some circumstances, we will ask you to transfer intellectual property to BU or a third party. This will sometimes be necessary before you can participate in a specific project, for example if a third party is funding research or other work.

14.2 See the Intellectual Property Policy for more information (www.bournemouth.ac.uk/important-information, under Intellectual Property).
Health, wellbeing and support to study

16. Health, wellbeing and support to study

16.1 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.

16.2 We may take action under the Health, Wellbeing, and 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.
- We are concerned about your behaviour and it is not a disciplinary matter.
- We are concerned because you have been absent.
- We are concerned about how you will manage your learning experience on a placement, field trip, exchange or other trip abroad.

16.3 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. We will take urgent action in those cases (see paragraph 16.7).

16.4 Anyone involved in health, wellbeing and support to study 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). The Head of Student Services may appoint a representative to act on their behalf.

16.5 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 under this procedure. We will not normally share any personal information about you without your agreement, but may do so in exceptional cases to protect you or others.

16.6 Health, wellbeing and support to study: initial step:

We will ask you to meet an appropriate member of staff to discuss the concern, unless the matter raises serious and immediate concerns. We will give you information about where to get support.

If the concerns are not resolved, or the staff member believes that there is a high risk to you or to others, the Head of Student Services will review the matter. The Head of Student Services will meet with you and may invite other relevant staff members to that meeting.

At the meeting, we will ask you to agree an action plan and a date to review your progress.

If you do not follow the action plan or further issues arise, or if your behaviour raises serious and immediate concerns, the Head of Student Services will inform and paragraph 16.7 will apply.

16.7 Health, wellbeing and support to study: case conference:

The Head of Student Services will carry out a risk assessment. The Head of Student Services may ask for a meeting and an action plan as in paragraph 16.6. If the Head of Student Services believes that there is a high risk to you or to others, then we will hold a case conference, including other staff as appropriate.

You will normally be invited to that conference, but we may make a decision without your agreement. The conference will review the next steps, such as additional support, and may decide to suspend you or recommend that you are withdrawn from your course. We will write to you about the outcome, normally within five working days.

We will write to you if you are suspended. You will be able to return to your studies if we agree that you are subsequently fit to study. You will need to provide medical evidence. The Head of Student Services will consider this and decide if you are fit to study. We may only allow you to return if you agree to a return to study plan or if you attend regular review meetings. If you are withdrawn from your course, you can appeal (see paragraph 16.8).

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.
17. Fitness to practise

17.1 If your course is intended to provide access to a regulated profession, such as an NHS professional course, your fitness to practise is assessed under our Fitness to Practise: Procedure (see www.bournemouth.ac.uk/important-information, under Conduct and Welfare). The Procedure takes into account the requirements of relevant professional codes of conduct set by the appropriate professional and regulatory bodies and is updated to reflect changes in those requirements.

17.2 We will normally report any suspected criminal offence to the police. If you are on an NHS funded course, or are an employee of the NHS, and the allegations if true may amount to fraud, we may refer the case to the NHS Counter Fraud Authority for investigation.

17.3 Anyone involved in Fitness to Practise 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/importaint-information, under Complaints). You can also contact SUBU Advice (+44 (0)1202 965779 or email subadvice@bournemouth.ac.uk).

17.4 Fitness to practise: initial step: If concerns are raised about your inability/failure to maintain standards appropriate to professional practice, we may after an initial review of the available facts, either allow you to remain in practice and carry out an investigation, or suspend you from practice while we investigate. We will normally invite you to comment during our initial review. We may consult with the organisation hosting your placement if appropriate.

We may suspend you from placement and/or study during the Fitness to Practise investigation and we will contact you in writing within five working days if we do this. You will need to tell your placement provider or employer. The host organisation may withdraw or suspend your placement.

We will contact you in writing to tell you whether you must attend a Fitness to Practise hearing. We may decide that a hearing is not necessary and give you advice and guidance. We will note this outcome on your student record. If we decide that there is no evidence of an issue and we decide not to take any action, a note will be placed on your student record to reflect this.

17.5 Fitness to practise panel: If we decide to hold a Fitness to Practise hearing, we will write to you about the concerns and the arrangements for the hearing. The Fitness to Practise hearing is held as soon as practicable after the investigation ends and normally within 20 working days. We will normally give you ten working days’ notice.

If you wish to provide documentation for the Fitness to Practise Panel to consider, you must provide it before the hearing. We will give copies of the evidence to all parties before the hearing. The Fitness to Practise Panel may make additional enquiries and ask witnesses to attend.

Normally, we will tell you the decision of the Fitness to Practise Panel within one hour of the end of the hearing. We will write to you about the outcome, normally within five working days. If we decide that there is no evidence of an issue and we decide not to take any action, we will not record the matter on your student record.

17.6 Fitness to practise: penalties: The Fitness to Practise Panel may refer a matter to a professional body. The professional body may investigate under its own procedures and impose its own penalties. The Fitness to Practise Panel will consider this when considering penalties. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

See the Fitness to Practise Procedure for more information. For example, penalties may include:

- Written warnings, which will remain on your record for a period of time and can be revived if there is a further incident
- Suspension from your course for a period of time
- A requirement to resubmit work, re-sit an examination or repeat a unit, or repeat a level
- A mark of 0%, or a capped mark for the relevant item, or for a whole unit or level
- Withdrawing you from your course, in some cases without credit.

We will inform the relevant professional body about the outcome of the Fitness to Practise Panel, unless the matter is dismissed. We may disclose the issue and the outcome in references that we give to prospective employers.

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended. If you are on an NHS professional course and in receipt of an NHS bursary, you will need to notify the NHS Student Services Office, see paragraph 28.2.

17.7 Fitness to practise appeals: You may appeal against a decision made or a penalty applied under the Fitness to Practise Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing.
18. General disciplinary matters

18.1 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. If you violate policies, the Student Disciplinary Procedure may apply. The Head of Student Services is responsible for student discipline at BU but may appoint a representative to act on their behalf.

18.2 Anyone involved in disciplinary procedures can be supported or represented by a third party (but not normally a legal adviser) at each stage of the Student Disciplinary Procedure. The Student Disciplinary Procedure does not normally apply to matters listed in paragraph 28.

18.3 The Student Disciplinary Procedure does not normally apply to matters such as:

- Alleged breaches of the Residences Rules, which may be subject to disciplinary action.
- Fitness to practice (see paragraph 17).
- Academic failure (see paragraph 19).
- Academic misconduct (see paragraphs 20 and 21).

18.4 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 the reputation of BU. 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.
- Acts 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.
- Repeated or aggravated academic offences.
- Fraud, deceit, deception or dishonesty.
- 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.
- Repeated or aggravated academic offences.

18.5 Any student who represents BU in a sports team is also required to abide by the TeamBU Athlete Code of Conduct, which has been specifically designed for sporting and social situations. Any student athlete, and if appropriate the whole team, who are found to be in breach of this Code are likely to be subject to disciplinary action as outlined in the SportBU (TeamBU) Disciplinary Procedure and/or 11K – Student Disciplinary Procedure.

18.6 We will normally report any suspected criminal offence to the police.

18.7 Disciplinary suspension: If an allegation of misconduct is made against you or your proceedings are taken against you, we may suspend you whilst we carry out an investigation or criminal proceedings are completed. We will normally give you an opportunity to comment before suspending you. In urgent cases, particularly if we believe that there is a risk to the safety of others, we may suspend you immediately.

18.8 We will write to you about the terms of the suspension and the reasons for it. We will review your suspension after 20 working days or if the circumstances change.

18.9 Disciplinary: summary process: If you agree, the Head of Student Services may suspend you while we take action (see paragraph 18.7). The Appeals Panel may make enquiries and ask witnesses to attend.

18.10 Disciplinary: initial review: The Head of Student Services will review the matter and will normally have an initial meeting with you within five working days. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may decide to take no further action, to seek and review further evidence or to continue with disciplinary action. The Head of Student Services may suspend you while we take action (see paragraph 18.7).

18.11 Disciplinary: summary process: If you agree, the Head of Student Services may deal with the matter without a Disciplinary Panel.

18.12 Disciplinary: initial review: The Head of Student Services will deal with the matter without a Disciplinary Panel. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may decide to take no further action, to seek and review further evidence or to continue with disciplinary action. The Head of Student Services may suspend you while we take action (see paragraph 18.7).

18.13 Disciplinary: summary process: If you agree, the Head of Student Services may deal with the matter without a Disciplinary Panel. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may decide to take no further action, to seek and review further evidence or to continue with disciplinary action. The Head of Student Services may suspend you while we take action (see paragraph 18.7).

18.14 Disciplinary: summary process: If you agree, the Head of Student Services may deal with the matter without a Disciplinary Panel. The Head of Student Services may appoint a representative to act on their behalf. The Head of Student Services may decide to take no further action, to seek and review further evidence or to continue with disciplinary action. The Head of Student Services may suspend you while we take action (see paragraph 18.7).

18.15 Disciplinary appeals: You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing and the outcome of the Appeals Panel will be reduced to writing by the OIA. The OIA will not look at all complaints (for more information see www.oihe.org.uk).

18.16 Disciplinary appeals: You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing and the outcome of the Appeals Panel will be reduced to writing by the OIA. The OIA will not look at all complaints (for more information see www.oihe.org.uk).

18.17 Disciplinary appeals: You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing and the outcome of the Appeals Panel will be reduced to writing by the OIA. The OIA will not look at all complaints (for more information see www.oihe.org.uk).

18.18 Disciplinary appeals: You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing and the outcome of the Appeals Panel will be reduced to writing by the OIA. The OIA will not look at all complaints (for more information see www.oihe.org.uk).

18.19 Disciplinary appeals: You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing appeals@bournemouth.ac.uk within ten working days of the letter confirming the outcome. You must explain why you are appealing and the outcome of the Appeals Panel will be reduced to writing by the OIA. The OIA will not look at all complaints (for more information see www.oihe.org.uk).
19. **Assessment**

19.1 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, including in relation to maximum periods for completion of courses, pass marks and adjustments, requirements for progression, submission of coursework (including the consequences of late submission), attendance at examinations and requirements for particular awards and classifications. These regulations also set out requirements and restrictions on re-assessment and re-sits, repetition of units, and caps on marks in some circumstances.

The detailed regulations are at www.bournemouth.ac.uk/important-information, under Assessment. See paragraphs 20 and 21 of this student agreement for information about Academic Offences and Research Misconduct.

Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late. For example, work may not be marked or the mark may be capped. 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).

19.2 Detailed rules apply to examinations. For example:
- You may not be permitted to enter an examination if you do not have your smart card
- If you are late you may not be allowed to enter and will not be given extra time
- You must comply with the rules and instructions on phones, other devices and other materials in examinations.

For more information, see the Student Examinations Procedures Handbook (www.bournemouth.ac.uk/important-information, under Assessment).

19.3 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.

20. **Academic offences – taught courses**

20.1 Maintaining fair and honest conduct is an essential requirement of the system for assessing students’ learning. There are separate policies for academic offences in taught awards (undergraduate and postgraduate taught courses) and for research. For more information, see the Academic Offences Policy and Procedure for Taught Awards (www.bournemouth.ac.uk/important-information, under Academic Offences). The procedure that applies to research misconduct is described in paragraph 21.

20.2 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, and it is also an offence to assist a student to do any of these things:
- 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.

20.3 To prevent plagiarism, protect the intellectual property of both BU and its students and to assist with feedback to students, BU may use plagiarism detection software or other technology as appropriate.

20.4 All academic offences are serious. A second or subsequent offence or an offence compounded by lying or deception, or aggravated in some other way may be treated as more serious even if it would usually be considered a minor offence.
If you are studying at a Partner College, and an academic offence is suspected, the procedure in this document will apply. If an allegation of an academic offence, if upheld, would raise concerns about fitness to practise, and you are studying on an NHS professional course, the Fitness to Practise procedure will apply (see paragraph 17).

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 Exceptional Circumstances). You can also contact SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

Academic offences: taught courses: initial step: If we suspect an academic offence, the Faculty will consider it and review other evidence, including your other work. We may meet you to discuss it. If you are found to have made small errors, then we will tell you and give you advice and guidance to prevent further offences. If there is evidence that an academic offence may have occurred, then we may hold an Academic Offences Panel in your Faculty or a University Academic Offences Board, depending on how serious it is.

Academic offences panel/University academic offences board: If we hold an Academic Offences Panel or a University Academic Offences Board, we will write to you about the arrangements for the hearing. The Academic Offences Panel/Board will normally take place within 20 working days. We will normally give you ten working days’ notice. If you are not able to attend, we will try to re-schedule it, but in some circumstances a hearing may go ahead without you.

You must provide your evidence to the Academic Offences Panel/Board five days before the hearing. Exceptional circumstances will not usually be grounds for excusing an academic offence. We may not be able to consider exceptional circumstances unless you raised them under the usual procedures and within the timeline set out in the Exceptional Circumstances including Extensions: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Exceptional Circumstances).

Normally, we will tell you the decision of the Academic Offences Panel/Board within one hour of the end of the hearing. We will tell you if there is a delay, or if the Academic Offences Panel/Board is adjourned, for example to gather more evidence, and keep you informed of progress. We will normally write to you about the outcome, normally within five working days.

We direct all students who have committed an academic offence to learning resource information to enhance their understanding of good academic practice and of how to avoid future offences. This is recorded in the students’ record.

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. The penalty will depend on the seriousness of the offence and whether it is is a first offence or a repeat one. See the Academic Offences Policy and Procedure for Taught Awards (www.bournemouth.ac.uk/important-information, under Academic Offences) for more information. In exceptional cases, the Academic Offences Panel/Board may conclude that the specified penalties are not appropriate and will use its discretion when setting a penalty.

The Assessment Board will consider the outcome of the Academic Offences Panel/Board as part of its review of your overall performance (see paragraph 19 on Assessment).

Penalties may, for example include:
- Written warnings
- A requirement to resit 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
- Withdrawing you from your course, in some cases without any credit

See paragraph 28 (Financial arrangements on withdrawal, suspension or other intervention) for more information about fees, refunds and access to funding if you are withdrawn.

Academic offences appeals: The decision of the Academic Offences Panel/Board is one of academic judgement and you cannot appeal against the decision itself. You can only appeal about matters relating to processes and procedures. If you wish to appeal, you must email appeals@bournemouth.ac.uk within ten working days of the date we write to you with the outcome of the Academic Offences Panel/Board.

If the appeal is not within the scope of the policy, we will write to you and give you the reasons. If the appeal is within the scope of the policy, the matter will be referred for hearing again by a new Academic Offences Panel/Board. We will write to you about the outcome of this hearing.

Misconduct in academic research

All staff and students have a general obligation to preserve and protect the integrity of research at BU. Advice on concerns about research integrity and 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). There is a separate academic offences policy for taught courses, both undergraduate and postgraduate. See paragraph 20 for more information. We will only take action against undergraduate and postgraduate students on taught courses under the Research Misconduct: Policy and Procedure if they are suspected of a serious breach of research ethics.

Research misconduct includes (but is not limited to):
- Piracy: deliberate exploitation of ideas from others without proper acknowledgement
- Plagiarism: copying or misappropriating ideas (or their expression, test, software or data (or a combination) without permission and acknowledgement
- Misrepresentation: a deliberate attempt to represent falsely or unfairly the ideas or work of others, whether or not for personal gain or enhancement
- Academic fraud: deliberate deception which includes the invention or fabrication of data and/or experimentation
- Improperities of authorship: including improper inclusion or exclusion of individuals as authors, misrepresentation or duplication of substantially similar material that has previously been the focus of your own published research findings without due referencing
- Non-compliance of research governance: failure to comply with appropriate internal and external requirements such as regulatory, financial, legal and/or ethical approval
- Serious breach of research ethics as defined in the Research Ethics Code of Practice: Policy and Procedure (www.bournemouth.ac.uk/important-information, under Research) that is not dealt with through students’ staff disciplinary or other BU procedure
- Facilitating misconduct in research: deliberate concealment of research misconduct by others or collusion in such research
- Inciting others to commit research misconduct: deliberate encouragement of others to conduct research in an untruthful or unfair manner
- Improper dealing with allegations of research misconduct: failing to address possible infringements such as attempts to cover up research misconduct and reprisals against whistleblowers

All allegations of research misconduct should be made to the Deputy Vice-Chancellor. In the absence of the Deputy Vice-Chancellor, an academic member of BU’s University Executive Team will act on their behalf. Where an allegation of research misconduct is made, we will take reasonable steps to:

Protect the anonymity of a person who alleges research misconduct if they request this and we consider this to be appropriate
Make sure that someone making an allegation of research misconduct is not victimised for having made the allegation
Protect the reputation of a person accused of research misconduct unless and until the misconduct has been established under this procedure
Conduct any investigation in line with the principles of confidentiality set out in the Research Misconduct: Policy and Procedure.

If there is an allegation of research misconduct against you, the steps in paragraphs 21.7 to 21.9 will be followed and you may be suspended or your research may be put on hold until the investigation is completed.

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).

Misconduct in academic research: first step: The Deputy Vice-Chancellor will review the allegation to determine if it falls under the scope of the Research Misconduct: Policy and Procedure. If it does, the Deputy Vice-Chancellor will write to you setting out the full substance of the allegation and ask the Executive Dean of your Faculty to carry out a preliminary stage investigation.
22.2 Disagreement with the academic judgement of the examiners is not grounds for appeal. We will only consider an appeal if you make it in one of the following grounds:

- **Taught courses:** Academic Appeals; Policy and Procedure for Taught Awards (see www.bournemouth.ac.uk/important-information, under Appeals)

22.6 **Academic appeals: local stage:** You must appeal within ten working days of the publication of the results of the Assessment Board for taught courses, or the date of the written notification of the result of your research awards. Except in exceptional circumstances, we will not consider an appeal that we receive after this deadline. To appeal, you should email or write to the Faculty. Contact details are available on the website; please mark your letter or email as an appeal. Many appeals can be resolved informally. The Faculty will respond, normally within 15 working days. We will tell you if there is a delay and keep you informed of progress.

22.7 **Academic appeals: central stage:** If you are not satisfied with the response you receive, you should complete the Academic Appeals Form (www.bournemouth.ac.uk/important-information, under Appeals/ Associated Forms). You should send the form to appeals@bournemouth.ac.uk within ten working days of the local stage response. You must give details of the reason for the appeal and the outcome you are seeking, provide evidence of the grounds for your appeal and explain what you have done to resolve the issue. You will also need to provide copies of the correspondence so far.

We will normally acknowledge your appeal within five working days. We will consider whether the appeal is within the grounds set out in the policy (see paragraph 22.2). If your appeal is not within these grounds, we will write to you and give you the reasons.

If the appeal is within the grounds set out in the policy, we will review the matter and try to resolve it for you. We will normally write to you with our response within 15 working days. We will tell you if there is a delay and keep you informed of progress.

22.8 **Academic Appeals: hearing stage:** If you are not satisfied with the outcome of the central stage, you may ask an Appeals Board to consider your appeal. You must email your request to appeals@bournemouth.ac.uk within ten working days of the central review response explaining why you are not satisfied with the response.

We will decide whether the appeal is within the grounds set out in the policy (see paragraph 22.2) and whether to hold an Appeals Board. If we decide that your appeal is not within these grounds, we will write to you and give you the reasons.

If we decide to hold an Appeals Board, we will normally hold it within 20 working days and we will normally give you ten working days’ notice of the date. If you are not able to attend, we will try to re-schedule, but in some circumstances, we may go ahead without you.

We will normally tell you the decision of the Appeals Board within one hour of the end of the hearing and we will write to you with the outcome within five working days. If your appeal is not upheld, we will give you reasons. If there is a delay, we will tell you and keep you informed of progress.
23. Tuition fees

23.1 We are committed to a fair and transparent policy for charges made to our students. We will use reasonable efforts to tell you promptly if any fees or charges are payable, along with details of the arrangements for payment. Detailed rules and procedures are set out in the Fees Policy (see www.bournemouth.ac.uk/important-information, under Finance).

23.2 We sent you information about your tuition fees and other charges with your offer letter. More information about tuition fees for your course is in the course information on our website (www.bournemouth.ac.uk/courses). We try to avoid charging additional fees for things you need for your course, but there may be charges for some things, including optional activities. 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.

23.3 You are personally responsible for ensuring that your tuition fees are paid, even if you are sponsored by a third party, have applied for a student loan or a third party is paying them. UK and EU students taking an undergraduate course may be eligible for a tuition fee loan from the Student Loan Company. If your loan application is accepted, the Student Loan Company will pay your tuition fees to us directly. If not, you must pay your fees in full or by instalments (see paragraph 23.5). The Student Loan Company has its own rules and procedures and you must follow these. You will need to apply to the Student Loan Company for each year of your course.

If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. If the sponsor or the third party does not pay on time, you are still personally responsible for the fees.

For students who enrolled before the 2017/18 academic year on NHS-commissioned professional courses within the Faculty of Health and Social Sciences the tuition fees are generally directly paid by the NHS. You may however be responsible for fees in some circumstances, for example if the NHS does not pay fees for resiting examinations or repeating modules. You must check the information that we gave you when you applied for one of these courses. NHS bursaries may also be available to help with other costs. See paragraph 25.2 for more information.

23.4 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter. We may take action against you as in paragraph 27 (Sanctions for non-payment). It is important that you tell us if you change your contact details or address so we can contact you about payments.

23.5 You can pay your fees in three instalments if your course lasts for at least one full academic year and you pay online by debit/credit card. There are further details in the Fees Policy (www.bournemouth.ac.uk/important-information, under Finance). We will confirm the amounts and the due dates when we agree the instalments. If we cannot collect an instalment on time, we may apply an administration charge of £20. We may apply a further £20 administration charge on each due date if you have not paid the previous instalments.

In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.

23.6 If you are suspended or withdrawn from BU as described in paragraphs 31.5 or 31.6, you will need to pay tuition fees up to the date of withdrawal or suspension. The table in the Fees Policy shows the calculation (see www.bournemouth.ac.uk/important-information, under Finance). If you have paid more fees than are due to us, we will refund them. See paragraph 28.2 for more information about how we calculate the refund or what you need to pay.

24. Deposits

24.1 If you are a non-UK/EU taught postgraduate applicant you must pay a £2,000 deposit. The deposit must be paid by the date stated in your offer letter and will be used to pay part of your fees. You will need to pay the rest of your fees when you enroll.

We will not need a deposit if a government body, company or other organisation is sponsoring you and your sponsor has provided
28.1 If you withdraw or put your studies on hold, or if we withdraw or suspend you, you may affect how many years you can get a student loan for, or future NHS funding. You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold.

If you have taken a tuition fee loan from the Student Loans Company, we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable. If a refund is payable, we will pay it to the Student Loan Company.

If you are in receipt of an NHS bursary and you withdraw or put your studies on hold, or if we withdraw or suspend you from your studies, you will need to tell the NHS Student Services Office (www.nhsbsa.nhs.uk/ students). The NHS Student Services Office may stop your further NHS funding or charge you for the fees you have already been charged. You may have to repay this amount.

If you fail to pay tuition fees when they are due, or to make payments under an agreed repayment plan, we may apply all or any of these sanctions:

Sanctions
- Withdraw your library borrowing rights
- Withdraw your access to BU IT systems
- Not allow you to pre-enrol for the next academic year
- Not pay bursaries or scholarships unless an acceptable payment plan is in place.

Withdrawal from your course, even for a short period, may mean that you miss essential parts of your course. We may not allow you to resume your studies, and if we do it may take you longer (possibly as much as an extra year), to complete your studies. You may have to pay fees for an extra period and you may not be able to take out a student loan for the extra period. You may not be able to extend your visa.

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 apply all or any of these sanctions:

Sanctions
- Give you notice to leave your accommodation and ask you to leave within 14 days
- Refer debts to external solicitors and/or debt collection agencies which will take steps to recover the debt: The debt will immediately become payable in full.
- If you do not agree with the debt, you should contact the Student Loans Company on +44 (0)1202 961600 or email askbu@bournemouth.ac.uk.
- If you fail to pay library fines and 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 or renewing existing loans if you have:
  - Unpaid library fines totalling more than £20
  - Fines of any amount that have been outstanding for more than two weeks
  - An item which is overdue for eight weeks or more
  - Deliberately damaged an item, even if you have paid for it. This sanction will apply for a period of time.

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

Other fees and charges: If you fail to pay any other fees or charges due to us or make agreed payments under an agreed repayment plan, we may refer debts to our external solicitors and/or debt collection agents who will take steps to recover the debt.
Section 6
Liability, ending the agreement and general provisions

29. Events outside our control
29.1 We will not be liable to you if we fail to perform, or delay any of our obligations under this student agreement 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 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. The affected obligations are suspended and our time for performance is extended while the Event Outside Our Control continues. We will start to perform our obligations again as soon as reasonably possible when the Event Outside Our Control ends.

30. Liability
30.1 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 consequence of our breach or negligence or if it was contemplated by you and us at the time we entered into this 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.

30.2 We are not responsible for:
• Loss or damage that 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 that 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.

30.3 We recommend that you insure personal property against loss or damage. Please check whether you have appropriate insurance cover. Insurance may be provided as part of your licence fee in BU accommodation.

30.4 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.

31. Ending or suspending the student agreement
31.1 Your student agreement will end if you cancel or withdraw under paragraph 4 (Cancelling after you accept your offer but before starting your course) or paragraph 5 (Cancelling and withdrawing at the start of the course).

31.2 If you wish to withdraw after your course has started, you must complete Part One of our Withdrawal Form and hand or email it to your Programme Support Office (see the Engagement Monitoring and Withdrawal: Procedure (www.bournemouth.ac.uk/important-information, under Conduct and Welfare). There are financial implications if you withdraw. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption).

31.3 If you wish to put your studies on hold after your course has started, you must complete Part One of our Interruption of Studies Request Form and hand or email it to your Programme Support Office (see Interruption of Study: Procedure www.bournemouth.ac.uk/important-information under Conduct and Welfare). It may not always be possible to agree to your request. If you are an international student, the terms of your visa may not allow you to put your studies on hold (see paragraph 31.6). There are financial implications if you interrupt your studies. See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption).

31.4 We may withdraw your offer and end your student agreement if:
• You provide inaccurate or incorrect information (see paragraph 1.4)
• You do not meet the conditions of your offer (see paragraphs 2 and 3)
• The course is withdrawn or deferred before you have enrolled (see paragraph 6.5).

31.5 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:
  (a) The academic requirements (see paragraph 19)
  (b) The requirements for an NHS Professional course or placement (see paragraphs 3 and 12.1)
  (c) Requirements to obtain and complete a placement (see paragraph 12.2)
  (d) A requirement to be a member of or attend an organisation
• You have provided inaccurate or incorrect information (see paragraph 1.4)
• You fail to pay tuition fees (for more information see Section 5 on Fees and Charges).

See paragraph 28 (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you put your studies on hold, are withdrawn or suspended.

31.6 We may withdraw you from your course under the Engagement Monitoring and Withdrawal: Procedure (www.bournemouth.ac.uk/important-information, under Conduct and Welfare) and end this student agreement 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
• 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 conditions attached to your visa, including requirements for placements (see paragraphs 2.6 and 12). We will need to report to the Home Office if we withdraw you for this reason.

31.7 In some cases, you may have a right to appeal a decision to require you to withdraw as described in the relevant policy. For example, if you wish to appeal against an academic assessment, you may do so under the Academic Appeals: Policy and Procedure for Taught Awards or the Academic Appeals: Policy and Procedures for Research Awards (see paragraph 22). Guidance and support is available from AskBU (call +44 (0)1202 969696, email askbu@bournemouth.ac.uk, or visit the Student Advice Centre) and from SUBU Advice (+44 (0)1202 965779 or email subuadvice@bournemouth.ac.uk).

32. General
32.1 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 your student record system. If you are studying at a Partner College, you must let the Partner know. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.

32.2 We may use the personal information you provide to us under our Student Privacy Notice. You are prompted to read this when you register online and you can review it on our website (www.bournemouth.ac.uk/student-privacy).

32.3 No third party has any right to enforce any of the terms and conditions of this student agreement.

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