



Terms and Conditions of Study

Approved October 2023

These Terms apply to Bath Spa University's undergraduate programmes, postgraduate taught programmes, postgraduate research programmes and blended programmes and are the terms and conditions on which We supply the Services to You, following Your acceptance of the Offer.

1. Definitions

1.1. When the following words with capital letters are used in these Terms, this is what they will mean:

Academic Year: the 12-month period beginning on the first day of the month in which a Programme begins. For example, for a Programme beginning in September - from 1 September in one year and ending on 31 August in the following year. For a Programme beginning in February, from 1 February in one year to 31 January in the following year.

Additional Costs: has the meaning set out in clause 8.6;

Contract: has the meaning set out in clause 3.1;

Cooling-Off Period: has the meaning set out in clause 12.1;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the GDPR (to the extent applicable), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 as amended;

Definitive Programme Document: means Our document describing the Programme aims, learning outcomes and the means by which these learning outcomes are achieved and assessed, Programme structure and any other Programme-specific items, as amended from time to time in accordance with Our [Modifications Procedure](#);

Deposit: an initial full or part-payment of Tuition Fees payable by You to Us on acceptance of Our Offer. We will specify in the Offer if a Deposit is payable and the amount due under the Contract;

Enrolment: means the process by which you are admitted by Us to the Programme and a record is made of your status as an Enrolled/registered Student of Bath Spa University (and "Enrol" and "Enrolled" shall be interpreted accordingly);

Event Outside Our Control: has the meaning set out in clause 11.2;

Fees: Tuition Fees and any Additional Costs payable by You to Us in relation to any Programme or Services or ancillary to them;

GDPR: Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation;

Intellectual Property Rights: all legal rights arising in relation to inventive or creative products of the human mind, including (without limitation) patents, inventions, copyright, trademarks, designs, databases, goodwill and all similar rights arising anywhere in the world.

Offer: Our written offer to You of a place on the Programme;

Policies, Procedures, Regulations and Frameworks: Our rules, policies, procedures and other regulations, in force and amended from time to time that are relevant to the Programme and that are made available to You on Our [website](#) or are otherwise provided to You.

Programme: a programme or course of study with Us as more particularly described in Your Offer;

Programme Information: means (subject to these Terms) the description of the Programme set out on our website as at the date You accept Your Offer and as updated from time to time in accordance with Our [Modifications Procedure](#) and the Definitive Programme Document (a link to which is provided with Your Offer, if applicable);

Self-Service Portal: means Our MyServices online portal, or such other online self-service solution or platform that We may provide to You from time to time to enable you to access information about Us, provide information to us, problem solving and requesting support.

Services: the educational services and associated facilities and services for both current students and alumni that We are providing to You following Your acceptance of our Offer and Your satisfaction of any conditions attached to the Offer;

Terms: the terms and conditions set out in this document;

Tuition Fees: the tuition fees charged by Us specifically for the provision of Programmes in accordance with clause 8;

UK GDPR: the UK GDPR as defined in sections 3(10) and 2015(4) of the Data Protection Act 2018;

UKVI: UK Visas and Immigration;

- 1.2. When We use the words "writing" or "written" in these Terms, this includes e-mail unless stated otherwise.

2. Information about Us and how to contact Us

- 2.1. **Who We are** - We are Bath Spa University, a higher education corporation with charitable status and registered address at Bath Spa University, Newton Park, Newton St Loe, Bath, BA2 9BN. References to "We", "Us" or "Our" in these terms are to Bath Spa University, and references to "You" or "Your" are references to You as the student (the "**Student**").
- 2.2. **How to contact Us** - You can contact Us by phone on **+44 (0)1225 876115** or You may contact Us via the Self-Service Portal.
- 2.3. **How We may contact You** - If We have to contact You, We will do so by phone or by writing to You at the email address or postal address You provide to Us at Enrolment and as notified to Us from time to time in accordance with clause 6.4, or We may contact You via the Self-Service Portal.

3. Our Contract with You

3.1. By accepting Our Offer of a place on a Programme, You accept these Terms in full, which along with:

- 3.1.1. Our Offer to You;
- 3.1.2. the Programme Information;
- 3.1.3. [Our Policies, Procedures, Regulations and Frameworks](#).

form the Contract between You and Us in relation to the Programme (“**Contract**”). **The Contract is created and becomes legally binding once You accept the Offer** as set out in the Offer Letter (and in any event you will be deemed to have accepted Our Offer if you complete Our online registration process for Your Programme). The Contract details Our obligations to You, and the rights and obligations binding You during Your time as a student with Us.

3.2. Prior to accepting Your Offer, please ensure that You read these Terms carefully, and check that the details in the Offer are complete and accurate. If You think that there is a mistake or You require any changes, please contact Us to discuss, using the contact details provided at clause 2.2. We will confirm any changes to the Offer in writing to avoid any confusion between You and Us.

3.3. Your Offer may be subject to You fulfilling certain requirements, either academic or otherwise, which will be communicated to You in the Offer. This means that We may withdraw Your Offer, or refuse to allow You to register or Enrol You on the Programme, if You do not comply in full with any requirements, academic or otherwise, which have been communicated to You in the Offer.

3.4. You agree that the information contained in Your application to Us for an Offer remains true, accurate and complete at the time the Contract between You and Us becomes legally binding (see clause 3.1) and You agree to tell Us as soon as possible if any of this information or any of Your personal details change. In particular, You must notify Us of anything that might lead to Your non-attendance at lectures, seminars or other scheduled Programme activity; anything that may impact upon Your health; or any criminal convictions or cautions.

3.5. Elements of Your Programme may be delivered by a third party or otherwise subject to third party terms, including where a Programme or module is delivered by an educational partner, where you have access to certain IT or library resources, or where course content is owned by a third party and licenced to Us for use on the Programme. In those circumstances We will inform You and/or upon request direct You to that third party's relevant terms and conditions. You must tell Us if You do not agree to be bound by that third party's terms and conditions, and You acknowledge that in those circumstances We may be unable to provide You with access to that part of the Programme, those resources or to that course content. If, having been provided with a third party's terms and conditions, You continue to access that part of the Programme or resources or course content, that will be treated as Your acceptance in full of that third party's terms and conditions.

4. Educational Provision

Programme Delivery

4.1. We will supply the Services to You from the date of commencement of the relevant Programme until the final day of the final semester in the final year of the relevant Programme or, if earlier, until the Contract is terminated.

4.2. We will use reasonable endeavours to deliver the Programme to You in line with the terms of the Contract, including the Programme Information. In performing our obligations under the Contract, We will deliver the Programme with reasonable skill and care, and in accordance with all applicable laws.

- 4.3. We may provide a number of optional modules as part of Your Programme but cannot guarantee that all optional modules will be available to all students who wish to take them in any given year.

Programme Location

- 4.4. Our Programmes may be delivered:
- 4.4.1. on campus through in person, face-to-face teaching;
 - 4.4.2. online, using distance learning methods;
 - 4.4.3. using a blended approach of on-campus and online delivery; and/or
 - 4.4.4. via one of our educational partners.

Sponsored international students must attend campus for in-person face to face teaching as per 4.4.1 as their Programme may not be delivered in any other way.

Student Obligations

- 4.5. You agree to:
- 4.5.1. comply with the terms of this Contract, including these Terms and the [Policies, Procedures, Regulations and Frameworks](#);
 - 4.5.2. maintain and evidence an immigration status that legally permits You to undertake and complete the Programme;
 - 4.5.3. take responsibility for Your own learning and make good use of the resources made available by Us during Your time on the Programme;
 - 4.5.4. fulfil the academic requirements of the Programme, including but not limited to, attendance at lectures, seminars, and any other teaching sessions provided by Us, submission of assessed work and other assignments and attendance at examinations and assessments; and
 - 4.5.5. maintain a reasonable standard of behaviour which is not harmful to the good name of the University or to Our staff and students and maintain the standard of conduct expected of You under this Contract (including the [Policies, Procedures, Regulations and Frameworks](#)).

5. Right to Study and International Students

- 5.1. You must have the right to study in the United Kingdom throughout the Programme, regardless of your nationality. Upon Enrolment (and, if you are an international student (as stated in our Offer) at the start of each Academic Year of study), You will need to provide to Us for verification original evidence of Your right to study in the United Kingdom, including Your original current passport, and (where relevant) Your travel documents and valid United Kingdom visa or a valid right to study share code to allow Us to view and download a digital status document proving your UK immigration status. If You are not currently in possession of these documents, You may be allowed to Enrol at Our absolute discretion, but You will be required to produce original documents from the relevant authorities in order to provide evidence of Your current immigration status (for example, a letter from the UK Home Office confirming that You have submitted an immigration application which is pending).
- 5.2. You will need to produce satisfactory evidence of Your qualifications, including a valid/verifiable Secure English Language Test (SELT) (where required). You will be required to provide original official transcripts or certificates of all documentation and/or evidence where We are unable to verify the qualifications with the issuing organisation.
- 5.3. If You require a Student Route visa (as defined by the UK Home Office) to study in the United Kingdom and You are sponsored by Us:

- 5.3.1. You must send to Us a fully completed application form with supporting documents (via email to admissions@bathspa.ac.uk). We will not be able to issue a Confirmation of Acceptance for Studies ("**CAS**") for Your visa application without complete academic and immigration history details (including where applicable past employment details);
- 5.3.2. You acknowledge that receipt of an Offer does not guarantee that You will be assigned a CAS. Your immigration history and status will be assessed in accordance with our reasonable interpretation of the Student Route requirements and the relevant immigration rules. We reserve the right to refuse to issue a CAS even if You meet all of the academic entry requirements;
- 5.3.3. We reserve the right to refuse to issue a CAS for the extension of Your visa in order for You to complete Your course if all of the requirements under the Student Route are not met and You have failed to meet engagement and academic progression requirements;
- 5.3.4. it is Your responsibility to enter and remain in the United Kingdom legally You must adhere to all UK immigration law, including primary and secondary legislation, immigration rules and guidance issued by the UK Home Office, and You acknowledge that these may change from time to time during the Programme;
- 5.3.5. You acknowledge that We will contact the UK Home Office and other government agencies in relation to issues affecting Your leave or right to remain within the United Kingdom and/or Your Student Route visa;
- 5.3.6. deferral of Your start date on the Programme once You have accepted Your offer is subject to Our written agreement;
- 5.3.7. You agree and acknowledge that We have a continuing duty to the UK Home Office to ensure that all Student Route sponsored students continue to be eligible for sponsorship. In the event that sponsorship of a Student Route visa is withdrawn, this may result in a ban on entry to the UK by the UK Home Office, or this may affect your ability to enter, remain and/or study in the United Kingdom;
- 5.3.8. You will be subject to the engagement/reporting requirements set out by the UK Home Office and in Our Student Engagement and Attendance Policy. If You fail to meet all of the engagement/reporting requirements, You agree and acknowledge that We are legally obliged to report You to the UK Home Office for non-engagement, and sponsorship of Your Student Route visa will be withdrawn;
- 5.3.9. You must adhere to and comply with the conditions of Your visa at all times. This includes a restriction on the number of hours You are permitted to work in paid or unpaid employment during term time and during the holidays and the prohibition on working in a position that would fill a permanent full-time vacancy. You acknowledge that living far away from the location of the Programme cannot be used as justification for failure to adhere to visa conditions (including attendance at scheduled teaching sessions). You further acknowledge that We are legally required to report to the UK Home Office any breach of Your visa conditions.
- 5.3.10. If You take a leave of absence from Your studies, or if You are suspended or expelled from the Programme, then We may report this to the UK Home Office and/or your visa may be cancelled or curtailed in accordance with UK Home Office requirements. You will be required to obtain a new visa at Your own expense before returning to the Programme following a leave of absence and/or suspension.
- 5.3.11. If a discontinuation decision has been made in respect of Your study on the Programme, You are required to submit any academic appeal within ten working days in order to avoid the withdrawal of Our sponsorship of Your Student Route visa (in line with Our duties as Your Sponsor). You must make arrangements to leave the United Kingdom if You fail to submit Your academic appeal within that period. Thereafter You remain entitled to submit Your academic appeal within the standard deadline set out in Our [Appeals Policy and Procedure](#);

- 5.3.12. You agree and acknowledge that any decision taken by Us in respect of whether or not to issue a CAS, or to withdraw sponsorship of Your Student Route visa for non-compliance with visa requirements/conditions is final.
- 5.4. If You are permitted to Enrol on the Programme with immigration permission that allows study, but is not a Student Route visa issued for study at Bath Spa University, and that visa expires before the end date of the Programme, You must ensure that You will be able to meet all of the necessary requirements in order to extend Your current immigration permission before the expiry date of Your visa. You may be required to leave the UK and obtain a Student Route visa if You are unable to extend Your immigration permission before it expires. The University reserves the right to suspend You from Your studies if You cannot prove that You have the right to study for the full duration of the Programme. You must immediately inform Us by contacting Our Immigration Compliance Team, by emailing visacompliance@bathspa.ac.uk, if Your immigration status or personal contact details change at any time, and You must provide our Immigration Compliance Team with copies of all correspondence that You receive from the UK Home Office in relation to:
- 5.4.1. Your current immigration status;
 - 5.4.2. a switch to another immigration category; or
 - 5.4.3. leaving the United Kingdom permanently.
- 5.5. If You elect to collect Your Biometric Residence Permit (BRP) card from Us:
- 5.5.1. You must collect Your BRP either by the expiry date of Your Entry Clearance Vignette (ECV) or ten days after Your arrival in the United Kingdom;
 - 5.5.2. Upon collection of Your BRP card, You must produce Your passport as proof of identity.
- 5.6. If You elect to collect Your Biometric Residence Permit (BRP) card from a UK Post Office:
- 5.6.1. You must present Your BRP card to the University after collection to ensure Student Sponsor compliance.
 - 5.6.2. Failure to adhere to clause 5.6.1 could result in Your sponsorship being withdrawn and suspension of Your Programme.

6. Registration and Enrolment

Registration

- 6.1. You must complete Our online registration procedure, the details of which will be provided to You prior to or upon the start date of the Programme. We may cancel the Contract if You have not fully completed the registration procedure within 14 days from the start date of the Programme.

Enrolment

- 6.2. To begin study on the Programme, You must:
- 6.2.1. Enrol within 14 days of the start date of the Programme (as set out in the Offer and/or the Programme Information). If You do not Enrol within 14 days of the Programme start date, We reserve the right to refuse to Enrol You and withdraw You from the Programme (without liability);
 - 6.2.2. Have paid any amounts that are due on Enrolment (as set out in the Offer);

- 6.2.3. Have supplied specific identity documents as set out in the Offer and/or in these Terms.
- 6.3. You must also Enrol for each subsequent year of the Programme or at such other times as are specified in the Offer.
- 6.4. At Enrolment, You must provide Us with Your UK contact details (address and telephone number) and keep Us informed of any changes to Your contact details during the Programme. You may amend Your details in person at the Student Hub or online via the Self-Service Portal, but We may contact You from time to time during the Programme to check that You have kept this information up to date.

Completion of Registration and Enrolment

- 6.5. You will become a registered student of the University upon completion of Our registration and Enrolment procedures. Upon completion of your Enrolment:
 - 6.5.1. We will provide written confirmation; and
 - 6.5.2. We will issue You with Your student ID card.

Deferral of Registration and Enrolment

- 6.6. We may permit You to defer Your place for up to one year in accordance with our [Admissions Policy](#). If You request deferral and We agree to defer Your place, You agree and acknowledge that:
 - 6.6.1. the Tuition Fees in the Offer may be increased at the actual date of Enrolment and registration and You will be kept informed of any such increases if applicable; and
 - 6.6.2. changes may be made to the Programme, or the Programme may be closed prior to Your Enrolment, and You will be kept informed of any such changes/closure in accordance with clause 7 below.

7. Changes to the Programme and / or the Contract

Changes to Academic Policies, Procedures, Regulations and Frameworks

- 7.1. During the Contract, We may make changes to and replace the Academic [Policies, Procedures, Regulations and Frameworks](#) in order to ensure that We operate efficiently for students and meet relevant legal and regulatory obligations and/or where changes are in the interests of Our students. Any changes to the Academic Policies, Procedures, Regulations and Frameworks will usually come into effect at the beginning of September in any year but We may introduce changes at any other time if We consider it to be in the interests of students or is required by law or by any public or regulatory body. The updated or replacement Academic [Policies, Procedures, Regulations and Frameworks](#) will be made available on Our website and included in Our [Annual Policy Bulletin](#).

Changes to Tuition Fees

- 7.2. We will be entitled to make changes to the level of the Tuition Fees that You must pay. The basis on which Tuition Fees can be changed is explained in clause 8 below.

Changes to the Programme

- 7.3. Whilst We will use all reasonable endeavours to deliver the Programme as set out in the Contract, We reserve the right to make reasonable changes either before or after You have accepted the Offer, registered or Enrolled on the Programme. Examples of such changes include changes to the content or structure of the Programme, or to the location or method of

teaching or assessment or to the type of award or the module offering. Any such change will be notified to You in writing in accordance with the [Modifications Procedure](#) and We will take reasonable steps to mitigate any negative impact on You as a result.

- 7.4. The circumstances where changes may be made under clause 7.3 include (without limitation):
- 7.4.1. to reflect the latest teaching practice or technology;
 - 7.4.2. to improve the quality of educational provision;
 - 7.4.3. to reflect updates to the subject area or academic discipline;
 - 7.4.4. to provide upgraded, redeveloped or new campus facilities;
 - 7.4.5. to reflect student and external examiner feedback;
 - 7.4.6. to respond to student continuation, completion and employment data;
 - 7.4.7. to ensure compliance with relevant regulatory or legal requirements, or to meet accreditation requirements: for example, changes imposed by an accrediting organisation, changes in the law, imposition of government restrictions or guidance;
 - 7.4.8. as a result of the suspension of programme entry for new applicants or the closure and teaching out of programmes for current students, Your module offerings for any re-assessments or re-takes may be amended;
 - 7.4.9. Events Outside Our Control: it may sometimes be necessary to vary Programme content or modules described in the Programme information (including, in particular, the method of delivery of that content or those modules) for reasons that We could not have reasonably foreseen at the time of the Offer;
 - 7.4.10. Student Demand: where optional modules do not create sufficient student demand, these may not be offered each year and You will be advised and supported to choose an alternative module;
 - 7.4.11. where the long term illness, sudden departure or death of a member/s of teaching staff could not have reasonably been planned for; and where alternative staffing or timetabling amendments cannot be provided.
- 7.5. We do not commit to ensuring that any particular individual will teach on any given Programme and teaching staff will vary throughout the delivery of the Programme.

Programme Closure

- 7.6. Whilst We will use reasonable endeavours to deliver the Programme as set out in the Contract, circumstances may arise where We are required to close the Programme. The circumstances where the Programme may be closed include (without limitation):
- 7.6.1. where a key member of staff is no longer available and suitable alternative teaching or supervision arrangements cannot be provided (for example, where the member of staff has a particular specialism);
 - 7.6.2. where a teaching location becomes unavailable due to an Event Outside Our Control;
 - 7.6.3. where an insufficient number of students Enrol on the Programme, meaning it is not financially viable to run the Programme;
 - 7.6.4. where a Programme requires closure and/or re-design following the process of Programme review;
 - 7.6.5. as a result of the removal of or change to external or professional body accreditation.
- 7.7. Any Programme closure will take into account Our [Student Protection Plan](#), which aims to manage and mitigate risks posed to students during their studies.

Consequences of Our Changes to the Programme or Programme Closure – Before Enrolment

- 7.8. If We make changes to the Programme before You Enrol (including where You have deferred the start date of the Programme), We will take reasonable steps to minimise disruption to You and We will notify You of the changes before Your Enrolment.
- 7.9. If We close Your Programme before the Programme start date, We will inform You as soon as possible and endeavour to offer You a suitable alternative programme. If We do not offer You an alternative programme, or if you choose not to accept the alternative programme that we offer to You, You may withdraw from Your Programme and terminate this Contract, if the requirements of clause 13 have been met.

Consequences of Our Changes to the Programme or Programme Closure – After Enrolment

- 7.10. If We make changes to the Programme after You have Enrolled, We will:
- 7.10.1. take reasonable steps to minimise disruption to You;
 - 7.10.2. undertake a process of consultation and/or consent with You and other affected students to seek Your/their views on the proposed changes, in accordance with Our [Modifications Procedure](#);
 - 7.10.3. inform you by email of the change as soon as is reasonably practicable.
- 7.11. If We close or significantly re-design the Programme after You have Enrolled, We will take reasonable steps to minimise disruption to You, including by teaching out the Programme for existing students where possible, in accordance with Our [Student Protection Plan](#). Where it is not possible to teach out the Programme for existing students, We will explain why and provide reasonable support to You in transferring to an alternative Programme with Us or with another provider.
- 7.12. If at any time following Enrolment You are unhappy with any changes We make to Your Programme, You may raise a complaint in accordance with clause 17. This does not affect any other rights you may have under the Contract (including the rights set out clause 13.5 relating to termination of this Contract following changes to Your Programme).

8. Financial Terms

Tuition Fees and Payment Terms

- 8.1. You must ensure Tuition Fees are paid for each year of a Programme and You should ensure that You have the ability to pay Tuition Fees before registering and being Enrolled. **It is Your responsibility to ensure that you have sufficient financial resources to pay the Tuition Fees (or to have them paid on Your behalf) for the full duration of the Programme. We reserve the right to request evidence of Your ability to meet these obligations before accepting Your Enrolment on the Programme.**
- 8.2. Subject to Our right at clause 8.4, the amount of Your Tuition Fees for the duration of Your Programme is set out in the Offer, along with Your fee status (Home/International student).
- 8.3. If You do not pay the Tuition Fees in accordance with the Contract, in addition to Our right to terminate this Contract under clause 13.1.5 We reserve the right to withhold Your results and to prohibit You from graduating at the end of Your Programme.

Changes to Tuition Fees

- 8.4. We reserve the right to revise Tuition Fees on an annual basis. We will notify you of any change in the applicable Tuition Fees in writing at least 6 months before the start of the Academic Year in which the revision will take effect.

- 8.5. Provided that We have notified You of the increased Tuition Fees as described above, We may increase the Tuition Fees payable by You either:
- 8.5.1. in line with any amount set by His Majesty's Government; or
 - 8.5.2. in line with increases in the Consumer Prices Index (to reflect inflationary increases in costs incurred by Us).

Additional Costs

- 8.6. In addition to Your Tuition Fees, You are responsible for paying other costs ("**Additional Costs**") either to Us or to a third party, including:
- 8.6.1. Your own living expenses, travel and accommodation costs;
 - 8.6.2. Your visa application fees and any costs associated with applying for your visa and/or demonstrating your right to study with Us;
 - 8.6.3. compulsory expenditure related to Your Programme (which will be set out in the Programme Information) including travel to placements, field trips, specialist materials and equipment, DBS checks or regulatory licences;
 - 8.6.4. Fees associated with repeat or extended study and/or assessment including module retake and reassessment charges, continuation and resubmission fees, which will be outlined in the Offer and/or our [Policies, Procedures, Regulations and Frameworks](#);
 - 8.6.5. Fees and charges including but not limited to library fees and fines, printing costs and student ID card replacement, which are set out in the [Policies, Procedures, Regulations and Frameworks](#).
- 8.7. You are also responsible for any Additional Costs that become payable in the event that You request any changes to the Contract or to the Services We provide to You (including a change of Programme).

Payment

- 8.8. You agree to pay Tuition Fees to Us in accordance with payment instructions We communicate to You in the Offer and via Your online fee statement available on the "My Account" section of the MyServices self-service portal from time to time.
- 8.9. You agree to pay any Additional Costs due to Us in accordance with the payment instructions We communicate to You from time to time during the Contract (as may be relevant to the type of Additional Costs). Failure to pay any Additional Costs of compulsory expenditure related to Your Programme may mean Your ability to utilise the relevant Service (e.g. field trips) is restricted, which may impact Your ability to complete the relevant module or assessment. Please contact Us via fees@bathspa.ac.uk if You have difficulty making payment of such Additional Costs.

Deposits

- 8.10. If You are required to pay a Deposit this will be stated in Your Offer. The amount and the time for payment of any such Deposit will also be set out in the Offer. Any Deposit You pay will be deducted from the balance of Fees that You must pay.
- 8.11. Deposits are non-refundable, except:
- 8.11.1. where You cancel the Contract during the Cooling-Off Period in accordance with clause 12;
 - 8.11.2. in accordance with our [Policies, Procedures, Regulations and Frameworks](#).

Payments by Third Parties (including Student Loans Company)

- 8.12. We acknowledge that in many cases, Tuition Fees will be payable by a third party (for example, Student Loans Company or a sponsor) on Your behalf. However, **You remain principally liable for all Fees payable to Us**. It is Your responsibility to apply to the Student Loans Company for the relevant funding (including on an annual basis for undergraduate courses), and to provide Us with evidence of sponsorship.
- 8.13. Upon request, We will send an invoice to You or any third party You notify Us of in writing who will be paying Fees on Your behalf. Our invoice will stipulate the dates for payment. **In the event that any third party does not make payment in full by the due date, You will be liable for any shortfall**. We will invoice You for such a shortfall. We may also send an invoice to You if You have not paid Your Tuition Fees when You were supposed to in accordance with the instructions on the “My Account” page of the Self-Service Portal.
- 8.14. All payments to Us and refunds to You (if any) will be made in pounds sterling.

9. Debt

Tuition Fees

- 9.1. In addition to Our right to terminate this Contract under clause 13.1.5, if You (or any third party paying on Your behalf) does not make any payment of Tuition Fees due to Us by the due date for payment, We may:
- 9.1.1. charge interest to You on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. **You must pay Us interest together with any overdue amount;**
 - 9.1.2. **charge You an administration fee of £10 on each occasion if You fail to make any payment of Tuition Fees on the due date;**
 - 9.1.3. remove Your rights to access the virtual learning environment and any online learning resources;
 - 9.1.4. remove rights to attend lectures, seminars and classes, and participate and submit assessments and examinations;
 - 9.1.5. withhold any certificate/s, transcripts, or letter of confirmation of award;
 - 9.1.6. remove rights to attend any graduation ceremony; and/or
 - 9.1.7. refuse to re-Enrol You on any Programme,
- until Your Tuition Fees are paid in full.
- 9.2. If You dispute any Tuition Fees in good faith and contact Us to let Us know promptly of the reason for and amount of such dispute, clause 9.1.1 will not apply for the period of the dispute in respect of the disputed amount. You are responsible for paying all undisputed Tuition Fees on the due date for payment.

Additional Costs

- 9.3. If You do not pay any Additional Costs by the due date, **the relevant element** (for example, use of the library’s borrowing facility) **may be withdrawn until You have paid the relevant Additional Costs to Us in full**.
- 9.4. We reserve the right to engage a debt collection agency to collect outstanding fees, and to pass on to You the reasonable costs associated with such debt recovery.

10. Our liability to You

- 10.1. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms, or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. 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 Contract.
- 10.2. We do not exclude or limit in any way Our liability for:
- 10.2.1. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 10.2.2. fraud or fraudulent misrepresentation; or
 - 10.2.3. any other matter for which We cannot exclude or limit our liability by law, including breach of Your legal rights in relation to the Services, including the right to receive Services which are as described and match information which We provided to You; of satisfactory quality; fit for any particular purpose made known to Us; and supplied with reasonable skill and care.
- 10.3. Except as described in clause 10.2 above, We are not legally responsible for:
- 10.3.1. Losses that were not foreseeable to You and Us when the Contract was formed;
 - 10.3.2. Losses that were not caused by any breach of these terms on Our part, or by Our negligence;
 - 10.3.3. Business losses; or
 - 10.3.4. Losses to non-consumers.
- 10.4. Subject to clause 10.2 above, We do not have any liability for any loss (including loss of personal possessions, injury or death) to the extent that:
- 10.5. the loss was caused by You or a third party other than one acting on Our behalf (such as someone over whom We have no control). This does not apply if the third party caused the loss because of Our negligence; or
 - 10.6. the loss was caused by Your negligence or the negligence of a third party (other than by Us or any of Our representatives), or Your failure to comply with the Contract.
- 10.7. You agree that if You use a private motor vehicle in connection with any Services or any Programme, You will ensure that the vehicle is roadworthy, taxed and insured for the proposed use. We do not accept any liability for any claims arising from Your use of a private motor vehicle.

11. Events Outside Our Control

- 11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Contract that is caused by an Event Outside Our Control provided that We tell You if such an event occurs.
- 11.2. An **Event Outside Our Control** means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, 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 pandemic (including any legal or regulatory measures, restrictions or guidance imposed to control the epidemic or pandemic, and including in particular any resurgence of the Covid 19 pandemic) or other natural disaster, failure of public or private telecommunications networks, or restrictions or limitations of energy supply.

11.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:

11.3.1. We will contact You as soon as reasonably possible to notify You;

11.3.2. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close and to limit the impact of the Event Outside Our Control on the performance of Our obligations under the Contract (including, for example, by changing the manner of delivery of the Programme, or delivering some or all of the elements of the Programme on-line where reasonable to do so);

11.3.3. Our obligations under the Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and

11.3.4. where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services (or resume the normal manner of delivery of the Services) as soon as reasonably possible after the Event Outside Our Control is over.

As long as We do this, We won't compensate You for the delay or changed manner of delivery of the Services. However, if the delay is substantial (longer than 16 weeks) and We will be unable to provide any Services to You during that period (whether having made adjustments to the manner of delivery of the Services or otherwise) You may terminate the Contract in accordance with clause 13.5.4.

11.4. We may cancel the Contract if the Event Outside Our Control continues for longer than 16 weeks, in accordance with clause 13.3.1 and in accordance with Our [Student Protection Plan](#).

12. Your statutory right to cancel

12.1. In addition to the rights to terminate under clause 13, You have the right to cancel the Contract (without giving a reason) within 14 days from the day You confirm acceptance of Your Offer in accordance with clause 3.1 (the "**Cooling-Off Period**").

12.2. To exercise the right to cancel during the Cooling-Off Period under clause 12.1, You can submit a Withdrawal Request via Our Applicant Hub. We will then confirm Your cancellation of the Contract in writing. You may alternatively use the attached model cancellation form, submitting it by email to admissions@bathspa.ac.uk.

12.3. If You have already Enrolled and Your Programme begins within the Cooling-Off Period, by accepting Your Offer or Enrolling, You accept that Our Services to You will begin within the Cooling-Off Period. In those circumstances, You will no longer have the right to cancel under clause 12.1 and would need to terminate the Contract in accordance with clause 13.5, if You have the right to do so.

12.4. Subject to clause 12.3, if You exercise the right to cancel under 12.1, any payment made to Us in connection with the Contract will be reimbursed to the person who made that payment in accordance with our [Policies, Procedures, Regulations and Frameworks](#).

12.5. **We will never refund to You the amount of any scholarship or bursary, or any Tuition Fees paid by Student Loans Company or any other third party. In the event that any of Your Tuition Fees have been paid by any third party (including Student Loans Company), We will pay any refund of Tuition Fees directly to that third party. We will never refund any Tuition Fees in the event of withdrawal in the final term of the final Academic Year of any Programme.**

- 12.6. Subject to clause 12.3, if You wish to terminate this Contract outside of the Cooling-Off Period, You must do so in accordance with clause 13.

13. Termination

Termination by Us

- 13.1. We reserve the right to withdraw Your Offer, withdraw sponsorship of Your visa (if applicable), and/or terminate this Contract if:
- 13.1.1. any information supplied by You to Us is found to be false, fraudulent (including fraudulent payment or false documentation) or misleading or You are found to have omitted material information, including in relation to a criminal conviction;
 - 13.1.2. You fail to satisfy to our reasonable satisfaction or, through any change in Your personal circumstances You are no longer able to fulfil any requirements attached to any Offer or any pre-requisite for any Programme;
 - 13.1.3. You fail to comply with the terms of any requirements of the Programme and/or the Programme Information;
 - 13.1.4. You are unable to provide Us with satisfactory evidence of Your right to study in the United Kingdom;
 - 13.1.5. You do not pay Your Tuition Fees in accordance with clause 8 (and as an alternative to termination, We may also suspend Your Enrolment in such circumstances until such time as Your Tuition Fees have been paid);
 - 13.1.6. You materially breach these Terms (and, if We ask You in writing to correct the situation, it remains uncorrected for 30 days of Us asking You to do so);
 - 13.1.7. You are expelled from the University; or
 - 13.1.8. any work supplied by You is found to be substantially copied (plagiarised) from another person's work or materials.
- 13.2. If We exercise any right of withdrawal, suspension or termination under clause 13.1:
- 13.2.1. You will continue to be liable for Tuition Fees for the remainder of the Academic Year and We will not make any refund of any Tuition Fees paid up to the date of withdrawal, suspension or termination;
 - 13.2.2. where a Confirmation of Acceptance of Study (CAS) or visa has been issued, We will report any action We take to UKVI in accordance with Our legal obligations on sponsorship.
- 13.3. We may also terminate this Contract if:
- 13.3.1. We are unable to provide the Services due to an Event Outside Our Control, in accordance with clause 11.4; or
 - 13.3.2. We close the Programme in accordance with clause 7,
- and any refund would be paid in accordance with our [Policies, Procedures, Regulations and Frameworks](#).
- 13.4. We reserve the right to (i) cancel Your student ID card/ and/or (ii) request the return of Your student ID card, if You are no longer a registered student of the University or in accordance with Our relevant [Policies, Procedures, Regulations and Frameworks](#).

Termination by You

- 13.5. You may withdraw from the Programme and terminate this Contract by giving notice to Us in writing:
- 13.5.1. at any time after the Cooling-Off Period has expired;

- 13.5.2. if We make major changes to the Programme but which You believe will have a materially detrimental effect on You (see clause 7), in which case We will provide reasonable support to You in transferring Your studies to another provider;
 - 13.5.3. if We notify You of any increase in Tuition Fees under clause 8.4; or
 - 13.5.4. if We are affected by an Event Outside Our Control in accordance with clause 11.3.
- 13.6. If You cancel the Contract under clause 13.5.1 (for example if You withdraw from any Programme, transfer to another institution or suspend Your studies for any reason), then subject to Our [Policies, Procedures, Regulations and Frameworks](#), You will continue to be liable for the Tuition Fees in accordance with Our [Policies, Procedures, Regulations and Frameworks](#).
- 13.7. If You cancel the Contract under clause, 13.5.2, 13.5.3 or 13.5.4 You will not need to continue to pay us Tuition Fees after the date of cancellation, but, subject to Our [Policies, Procedures, Regulations and Frameworks](#), You will still be responsible for any Tuition Fees due for the period from the date of Your Enrolment to the date of cancellation of the Contract.

14. Data Protection

- 14.1. We will use the personal information You provide to Us in accordance with Our [Privacy Notices](#) and Our [Data Protection Policy](#).
- 14.2. If You are involved in processing personal data (as defined in the Data Protection Legislation) in connection with the Programme (for example, to carry out research), You will comply with all relevant [Policies, Procedures, Regulations and Frameworks](#) including Our [Data Protection Policy](#) and [Research Data Policy](#) (and/or a third party's policies and procedures if applicable, for example an educational partner, or a placement provider) and seek guidance from Your tutor or supervisor where appropriate.

15. Intellectual Property Rights

- 15.1. Our [Intellectual Property Policy](#) applies to any Intellectual Property Rights that You may create or develop during the course of studying the Programme with Us.

16. Communication

- 16.1. Upon registration You will be allocated a Bath Spa University email account. All email communications from Us to You will be sent to that email account and You are expected to use that account for all email communications with Us. You are expected to check Your Bath Spa University email account regularly. Any communication sent by You to Us, or Us to You via Your Bath Spa University email account will be regarded as properly sent and received by Us/You (as the case may be).

17. Complaints

- 17.1. We have the following complaints procedures which set out the procedure to be followed to complain to Us in different circumstances:
- 17.1.1. Applications/Admissions: [Complaints and Appeals Procedure for Applicants](#).
 - 17.1.2. Academic decisions: [Appeals Policy and Procedure](#).
 - 17.1.3. Provision of the Programme/ inadequate service provision by the University: [Student Complaints Procedure](#).

These documents are published on and may be downloaded from Our website, and may be updated from time to time during the Contract.

- 17.2. If You have completed the [Student Complaints Procedure](#), been issued with a Completion of Procedures Letter and remain dissatisfied, You may escalate Your complaint to the Office of the Independent Adjudicator for Higher Education (www.oiahe.org.uk).

18. Other important terms

- 18.1. This Contract is personal to You, and You may not transfer any of Your rights and obligations under it. We may transfer Our rights and obligations under these Terms to another organisation, and We will always tell You in writing if We do so, but this will not affect Your rights or Our obligations under these Terms.
- 18.2. The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 18.3. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.4. In the event of any inconsistency between these Terms and any other part of the Contract, these Terms will prevail.
- 18.5. If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 18.6. The laws of England and Wales apply to the Contract, although if You are resident elsewhere You will retain the benefit of any mandatory protections given to You by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that You can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which You live.

Model Cancellation Form

Please complete the blanks as applicable and return this form by post if you wish to withdraw from the Contract.

FAO Admissions Team: admissions@bathspa.ac.uk

Bath Spa University
Newton Park,
Newton St Loe,
Bath,
BA2 9BN

I hereby give notice that I cancel my Contract with the University to study a Programme commencing in **[MONTH AND YEAR]**, the Offer for which I accepted on **[DATE]**.

Student name:

Student number:

Student's address:
.....
.....

Course title:

Student signature:

Date: