

## TERMS & CONDITIONS OF ENROLMENT FOR 2020/21

### TERMS & CONDITIONS OF ENROLMENT FOR UNDERGRADUATE, POSTGRADUATE & ALL OTHER STUDENTS ENROLLING WITH THE UNIVERSITY OF BOLTON (INCLUDING AT FRANCHISE CENTRES)

**Important Notice:** Set out below are the University of Bolton's Terms & Conditions of Enrolment for all students who wish to study at the University. These Terms & Conditions of Enrolment together with the University's Student Admissions Policy, Course Fees Policy, other Rules, Regulations, other provisions and requirements and other policies and procedures of the University which apply to students, will form an essential part of the contract between the University of Bolton and you (the student). If you are a continuing student, you will be required to make yourself aware of the most recent version of these documents and to read and accept for each year of your study the current version of these Terms & Conditions of Enrolment, which will be an update to your continuing contract.

As part of the enrolment process, you will be asked to carefully read and understand each condition below; please note that after reading each condition you will be asked to tick an acceptance box to indicate your agreement to that condition. The enrolment process will be concluded once you have ticked each and every acceptance box and the University will then confirm to you completion of your enrolment to study. If you decline to accept each condition of enrolment you will not be considered as enrolled and you will be considered as wishing to terminate your contract with the University – in which case you will not be entitled to attend classes and/or have access to the University's services and facilities.

Please be aware that it is your responsibility to apply to Student Finance England for a tuition fee loan to pay for your course fees at the University, if this is the method by which you choose to pay. To ensure your funding arrangements are in place, you are advised to promptly submit your application to Student Finance England as soon as you know the details of the course you are to study. You do not have to wait until you have received your offer to study from the University. The University is not able to make an application to Student Finance England on your behalf. Further information on tuition fee loan funding can be found at:

[www.direct.gov.uk/studentfinance](http://www.direct.gov.uk/studentfinance)

**Cancellation** – At enrolment the University agrees to provide educational services and you will become liable to pay tuition fees.. You are entitled to cancel this contract, without reason, any time up to 14 calendar days after enrolment and can use the [Enrolment Cancellation Form](#) to do so. The 14 calendar days is calculated from the day after the student completes enrolment or 14 calendar days from the day after the published start date of the course, whichever is the latest.

If you cancel within 14 calendar days of enrolment in accordance with above, the University will refund any monies paid by you or your sponsor at enrolment. The University will make the refund using the same means of payment as you used for the initial transaction and the money will be sent to the same person or organisation who made the initial payment to the University.

In the event that you do not cancel your enrolment within the 14 calendar days in accordance with the above then you will be deemed to have read and accepted these Terms & Conditions of Enrolment. If you commence attendance on a course of study prior to enrolling or during the cancellation period you will be liable to pay the University an amount in accordance with the Course Fees Policy 2020/21 until you communicated cancellation to the University.

**Below are the statements that you will be asked to read and accept as conditions of your enrolment at the University of Bolton ('the University') which form an essential part of the contract between us for your course of study at the University.**

**The University may have to make changes to your contract during the duration of your course; such changes will be fair and communicated to you in annually reviewed and updated Terms & Conditions of Enrolment for each Academic Year.**

**If you are unhappy with any aspect of your course please refer to the Customer Complaints Policy and Procedure (available at: [www.bolton.ac.uk/studentinformation-policyzone](http://www.bolton.ac.uk/studentinformation-policyzone)).**

**The University may be required to make timely adjustments in response to the COVID-19 pandemic, for instance, to take into account advice from Public Health England and Government, such as social distancing and lockdown measures. These adjustments may include changes to course delivery (including timetabling, locations and/or remote learning) and changes to course content, length, assessment and awards. Any such changes will be communicated to you in advance in writing and you will be made aware of the options available to you which may include the ability to suspend your studies or transfer to another course.**

1. I have been provided with access to and have read and agree to comply with the Rules, Regulations and other provisions and requirements, policies and procedures of the University which apply to me as a student, including amongst other things the **Academic, Examination and Assessment Regulations and Student Disciplinary Procedures** and any third party contract (if applicable) (as set out on the University's website [www.bolton.ac.uk](http://www.bolton.ac.uk) in the Student Information – Policy Zone directly accessible via <https://www.bolton.ac.uk/about/governance/policies/student-policies/>) and I agree to attend, when requested by the University, all mandatory information sessions associated with my enrolment and study at the University.
2. I understand and accept that certain subjects may require me to demonstrate particular competence standards before I am accepted on to, progress within or successfully complete, a course or programme of study. I accept that whilst the University will make reasonable adjustments to ensure that I am not disadvantaged in demonstrating my competence, no adjustments will be made to competence standards deemed justifiable to the course or programme of study in question.
3. I understand and accept that if I am registered on a course of study leading to a professional qualification I may also be subject to regulations relating to fitness to practice which are drawn up in light of guidance issued by the relevant professional body.
4. I accept a place on the course as stated in the on-line enrolment and I agree that I will undertake my studies in a diligent and responsible manner.
5. I understand and accept that the University will make every effort to provide education services with reasonable care and skill and in the manner set out in its published material. I accept that the University cannot guarantee that teaching and supervision will be provided by any particular named individuals or mode of delivery. I understand that the content of individual courses are under constant academic review and may change from time to time and any change to a course will be made in consultation with enrolled students affected by the change and in accordance with Modification to a Taught Programme Published Guidelines (available at: <https://www.bolton.ac.uk/about/governance/policies/student-policies/>) which will be exercised fairly and reasonably and which I will be entitled to receive fair and reasonable notice. The content of course modules and mode of associated assessments may be updated on an annual basis. This is to ensure that all modules are up to date and responsive to employment and sector needs. The published course material and the programme specification contain indicative 'optional modules' that may be subject to change due to circumstances outside of our control. For this reason we cannot guarantee to run any specific

optional module. I further understand that I am able to withdraw from my course of study in accordance with the Course Fees Policy if I am adversely affected by any change to my course.

6. I understand and accept that external factors such as a pandemic, industrial action or other circumstances beyond the control of the University, may make it impossible for the University to provide those education services offered. For this reason, the University may have to make variations and will make every effort to minimise any disruption that may result from such changes and will seek to provide fair and reasonable remedy to those adversely affected by such disruption.
7. I understand and accept it is a condition of my entry on to the course, and my subsequent continuation in each Academic Year, that I formally enrol for each year of study using the University's on-line enrolment process.
8. I understand and accept that as a student of the University I will be required to pay various fees for the relevant Academic Year as set out in the University's Course Fees Policy. The first year's course fees and total fees for the normal duration of my course are as set out in my offer letter.
9. I understand and agree to comply with the University's Course Fees Policy which is reviewed and updated each Academic Year and is available in the Student Information – Policy Zone (accessible via: <https://www.bolton.ac.uk/about/governance/policies/student-policies/>) and will pay all fees due by the dates specified by the University. **I accept that it is my ultimate liability to pay for all fees incurred by me for each Academic Year I study at the University irrespective of any sponsorship or other support that I may have.**
10. I understand and accept that it is my responsibility to pay my course fees and I understand that I must apply promptly to Student Finance England for a tuition fee loan up to the amount charged by the University if this is the method by which I choose to pay. If I fail to apply, am ineligible to receive a tuition fee loan, or choose to pay my course fees myself, then I understand that the course fees incurred in each Academic Year of study will need to be promptly paid by me in full by the dates specified by the University.
11. **I understand and accept that, as set out in the Course Fees Policy (available in the Student Information – Policy Zone at: <https://www.bolton.ac.uk/about/governance/policies/student-policies/>), if my course fees are not fully paid then I may be subject to a range of actions up to and including being withdrawn from my course, being prohibited from attending the University's Degree Congregation and having my final results transcript and award certificate withheld.**
12. I understand and I am fully aware that providing false or inaccurate information including verification of my identity when enrolling can lead to disciplinary, financial and legal action being taken against me, to my enrolment on the course being cancelled or restricted and any contributor to my course fees or funding being so informed. I understand and I am fully aware that if my course involves a professional accreditation or potential registration, it may also lead to consideration of fitness to practise in line with the fitness to practise procedure available in the Student Information – Policy Zone (accessible via: <https://www.bolton.ac.uk/about/governance/policies/student-policies/>).
13. I agree to provide and keep updated an emergency contact name and details for use by the University at its discretion.
14. I understand and agree to the University holding and processing my personal data, including special category and criminal convictions and offences personal data, contained in my student record, obtained from me or other people or agencies whilst I am a potential, current or past student of the University as set out in the current Data Protection Policy and Student Privacy Notice that explain how the University collects, processes and uses personal data, available in the Student Information – Policy Zone (accessible via <https://www.bolton.ac.uk/about/governance/policies/student-policies/>). I understand and

I am fully aware of the University's policies relating to data protection.

I understand that in some circumstances, it may be necessary for the University to transfer my personal data to a country outside the European Economic Area (for example, if I undertake a course in such a country, or that is my country of origin) and that by completing this on-line enrolment I consent to the transfer of data in these circumstances and for those purposes.

15. I agree to the disclosure to third parties (who demonstrate to the University's satisfaction an acceptable and justifiable need to know) of the fact that I am registered for an award of the University and my enrolment status, course details and academic results. In the event I withdraw my consent to this then I will immediately inform the Student Data Manager in the Student Data Management Department in writing.
16. I agree to the University using data in the form of photographs of classroom situations or general activity in common areas of the University as part of its general marketing materials (where I may be present) and I agree to the University recording lectures and presentations (where I may attend such activities) for later access as part of the University's learning resource.
17. I understand and agree that the ownership of any intellectual property arising during the course of my studies at the University will in the first instance belong to the University to enable the protection of the ownership rights of all parties involved and that I may ask for a transfer of the intellectual property back to me (which will not be unreasonably withheld) in accordance with the University's Intellectual Property Rights Policy available in the Student Information – Policy Zone (accessible via <https://www.bolton.ac.uk/about/governance/policies/student-policies/>).
18. I confirm that the information I have provided to satisfy and complete my enrolment at the University is to the best of my knowledge correct.
19. I understand and agree that if I am aware or subsequently become aware of any personal circumstances in the past or present that may reasonably be regarded as materially affecting my enrolment as a student of the University then I must promptly inform the Student Data Manager in the Student Data Management Department in writing.
20. I understand and agree that I must declare all information relating to any criminal convictions in the period between application and enrolment promptly to the Admissions Team in writing prior to enrolment.

I understand that I must declare all information relating to any criminal convictions after enrolment and during the course of my studies at the University promptly to the Student Data Manager in the Student Data Management Department in writing.

21. I understand that the University may require me to verify my identity and if requested I will promptly provide verification of my identity to the University within the timescales specified by the University.
22. I understand and agree that if I suspend my studies temporarily and return at a later date or if I am required to repeat part of my course of study then I will be required to agree to the Terms & Conditions of Enrolment for the year in which I return which will be an update to my continuing contract with the University.
23. I accept and understand that in the event that I wish to transfer to a new course, level or mode of study at the University, then I will need the University's consent to do so which will be provided on the basis that I satisfy all the new eligibility criteria for the course and that I accept that I will need to enter into a new contract with the University to facilitate my transfer. I understand and agree that I will not be entitled to a 14 day "cooling off period" when transferring to a new course, level or mode of study at the University. I further confirm that

I have made myself aware of all relevant information relating to my proposed new course, level or mode of study prior to requesting the transfer.

24. I understand and agree that if I am withdrawn from my course of study at any time then my contract with the University will cease.
25. I understand and agree that by completing this on-line enrolment I declare my intention to commence study and I will immediately inform the University if I subsequently cease to attend at the University.
26. Finally, I accept and agree that these Terms & Conditions of Enrolment shall be governed by English law and jurisdiction.

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