



Terms and conditions

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 calendar year beginning on 1 August in one year and ending on 31 July in the following year;

Deposit: an initial part-payment of Tuition Fees payable by you to Us on acceptance of Our Offer. We will advise you if a Deposit is payable when communicating Our Offer to you;

Event Outside Our Control: is defined in clause 8.2;

Fees: Tuition Fees and any additional fees, charges or costs payable by you to Us in relation to any Programme or Services or ancillary to them;

Handbook: means the Modular Scheme Guide, the Taught Postgraduate Framework, the PGCE Handbook, the Undergraduate Specialist (Art & Design) Regulations and any other course handbook relevant to the Offer;

Offer: Our offer to you to enrol onto a Programme;

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

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; and

We/Our/Us: Bath Spa University, Newton Park, Newton St Loe, Bath BA2 9BN (we are a higher education corporation and an exempt charity).

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

2. Our contract with you

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check the details on the Offer and in these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 You are required to enrol with Us at the start of your Programme and to re-enrol with Us from time to time as advised by Us. We anticipate this will be required at least annually.

2.4 Your Offer may be subject to you fulfilling certain requirements, either academic or otherwise, which will be communicated to you when the Offer is made. If you fail to satisfy these requirements to Our reasonable satisfaction, you will not be permitted to enrol with Us and any contract created between you and Us (notwithstanding clause 2.5) shall automatically terminate.

2.5 These Terms are subject to your successful completion of the enrolment process under clause 2.3 at which point the contract between you and Us will become unconditional.

2.6 You agree to comply with Our regulations and procedures published from time to time on Our website or otherwise notified to you including (but not limited to) the Admissions Policy, Academic Regulations, Finance Policies, Student General Regulations, Unfair Practice Policy and the Intellectual Property Policy. We reserve the right to make reasonable changes to any regulations or policies if We consider that it will assist in the delivery of any aspect of the Service. Any changes will usually come into effect at the beginning of an Academic 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.

2.7 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 unconditional (see clause 2.5) and you undertake to tell Us as soon as possible if any of this information or any of your personal details change including, for example, anything that leads 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. If any changes mean that you are no longer able to fulfil any requirements attached to any Offer or any pre-requisite for any Programme, We may terminate the contract between you and Us.

2.8 If We agree that the Services include the provision of residential accommodation, you agree to sign any additional documentation that We provide to you before occupying the accommodation.

3. Changes to Terms

3.1 We may revise these Terms from time to time, where in Our opinion it will assist in the proper delivery of any Programme or in order to:-

- (a) comply with any changes in relevant laws and regulatory requirements;

- (b) implement legal advice, national guidance or good practice;
- (c) provide for new or improved delivery of any Programme;
- (d) reflect market practice;
- (e) in Our opinion make them clearer or more favourable to you;
- (f) rectify any error or mistake; or
- (g) to incorporate existing arrangements or practice.

3.2 No variation or amendment to Terms may be made without Our prior written agreement. In the event that We agree to allow you to transfer to an alternative Programme after the contract has come into existence, the transfer will be treated as a variation of the contract which shall otherwise remain in full force and existence.

3.3 If We revise the Terms under clause 3.1, We will publish the amended Terms by such means as We consider reasonably appropriate. We will use reasonable endeavours to give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

4. Providing services

4.1 We will supply Services to you from the date of commencement We notify you that relates to 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 make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.

4.3 We will use reasonable endeavours to deliver Programmes in accordance with the Handbook. It may sometimes be necessary for Us to change or amend Programmes from time to time. We therefore reserve the right to vary the contents or methods of delivery or assessment of a Programme; the location of a Programme; to discontinue, suspend or merge Programmes; and to introduce new Programmes. In the event of substantial variations, you may withdraw from the contract on written notice to Us. Upon receipt of such notice, We will refund any Deposit or Fee on a pro-rata basis for the unexpired period of any semester or year for which such Deposit or Fee has been paid in advance. In the event of discontinuation or suspension of any Programme, We will use reasonable endeavours to provide a suitable alternative Programme and if this is either not possible or not acceptable to you, you may withdraw from the contract on written notice to Us and we will refund any Deposit or Fee on a pro-rata basis for the unexpired period of any semester or year for which such Deposit or Fee has been paid in advance.

5. Price and payment

5.1 You agree to pay Fees to Us in accordance with payment instructions We communicate to you from time to time.

5.2 We acknowledge that in many cases, Tuition Fees will be payable by a third party (for example, Student Finance England or a sponsor) on your behalf, however, you remain principally liable for all Fees payable to Us.

5.3 We will invoice 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.

5.4 Tuition Fees are payable for each year of a Programme and you should ensure that you have the ability to pay Tuition Fees before enrolling.

5.5 You agree that Fees may be revised on an annual basis and communicated to you by Us before the start of the Academic Year in which the revision will take effect. We may increase the Fees payable by you:

(a) in line with any amount set by Her Majesty's Government; or

(b) in line with increases in the Retail Prices Index (to reflect inflationary increases in costs incurred by Us) between the start of the previous Academic Year and the start of the Academic Year in which the increase will take effect.

You can choose to cancel the contract in accordance with clause 9.

5.6 You agree that additional Fees may become payable in the event that you request any changes to the Services We provide to you.

5.7 All payments to Us and refunds to you (if any) will be made in pounds sterling.

6. Debts

6.1 If you or any third party paying Fees on your behalf does not make any payment due to Us by the due date for payment, We may 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 judgement. You must pay Us interest together with any overdue amount.

6.2 We will charge you an administration fee of £10 on each occasion if you fail to make any payment due to Us on the due date.

6.3 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 6.1 will not apply for the period of the dispute.

6.4 If at the end of an Academic Year of any Programme (and subject to clause 6.5 below), you have not paid all or part of any Tuition Fees, We may not allow you to enrol on any Programme for the next Academic Year.

6.5 If at the end of the final Academic Year of any Programme, you have not paid all or part of any Tuition Fees, We will not release your certificate or a letter of confirmation of award until all Tuition Fees are paid in full.

6.6 If you do not pay any Fees (other than Tuition Fees) related to any element of the Services (for example, library fines) by the due date, the relevant element (for example, use of the library's borrowing facility) may be withdrawn until you have paid the Fees to Us in full.

7. Our liability to you

7.1 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 they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

7.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; and
- (b) fraud or fraudulent misrepresentation.

7.3 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 save as set out above in clauses 7.1 and 7.2.

8. Events Outside Our Control

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 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 other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 9. We will only cancel the contract if the Event Outside Our Control continues for longer than 12 weeks in accordance with Our cancellation rights in clause 10.

9. Your rights to cancel and applicable refund

9.1 Before We begin to provide the Services, you have the following rights to cancel the contract for Services between you and Us, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material disadvantage:

(a) You may cancel the contract for Services at any time before the start date for the Services or (if later) within 14 calendar days of the coming into force of these Terms in each case by contacting Us. We will confirm your cancellation in writing to you.

(b) If you cancel the contract under clause 9.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

(c) However, if you cancel the contract under clause 9.1(a), for example if you withdraw from any Programme, transfer to another institution or take time out for any reason, Tuition Fees will continue to be payable in whole or in part. However, where you have cancelled the contract because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us.

9.2 At Our discretion, up to 75% of Tuition Fees paid by you for an Academic Year may be refunded to you in the event of withdrawal from a Programme within a period of 4 weeks starting on the published start date of the Programme. In all other cases and at Our discretion, We may refund Tuition Fees on a pro-rata basis in respect of the remaining period of the relevant Academic Year after retention of an amount We reasonably consider necessary to cover Our costs and expenses. We will never refund to you the amount of any scholarship or bursary, or any Fees paid by Student Finance England. In the event that any Fees have been paid by any third party, We will pay any refund of Fees directly to that third party. We will never refund any Fees in the event of withdrawal in the final term of the final Academic Year of any Programme.

9.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 30 days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

10. Our rights to cancel and applicable refund

10.1 If We have to cancel the contract between you and Us before the Services start:

(a) We may have to cancel the contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

(b) If We have to cancel the contract under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

10.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 5.1. This does not affect Our right to charge you interest under clause 6.1; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 30 days of Us asking you to in writing; or
- (c) any information supplied by you to Us is misleading, inaccurate or incorrect; or
- (d) you receive a criminal conviction or caution.

11. How we may use your personal information

11.1 We will use the personal information you provide to Us to:

- provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

11.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

11.3 You agree that We may pass your personal information to any third party in accordance with (and for the purposes specified in) Our Data Protection Policy.

11.4 We may pass your personal information to a local authority for the purpose of assessing exemption from payment of council tax.

12. Other important terms

12.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

12.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

12.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.4 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.

12.5 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

12.6 We have a Complaints Policy which sets out the procedure to be followed to complain to Us. The Complaints Policy is published on Our website. We provided you with a copy of the policy when making the Offer but We can provide you with a further copy upon request.