

TERMS & CONDITIONS OF ENROLMENT FOR 2023/24
LEGALLY BINDING TERMS & CONDITIONS OF ENROLMENT
FOR APPRENTICES
ENROLLING WITH THE UNIVERSITY OF BOLTON

Important Notice: Set out below are the University of Bolton's ('the University') Terms & Conditions of Enrolment for all students who wish to study at the University. These Terms & Conditions of Enrolment together with your offer letter, the University's Student Admissions Policy, Course Fees Policy, and other University Rules, Regulations, Policies and Procedures that apply to students (available on the University's Student Policy Zone), will form an essential part of the contract between the University and you (the student). Please read this document and all other information carefully.

If you are a continuing student, you will be required to enrol for each year of your study (using the University's on-line enrolment process) and to make yourself aware of the most recent version of the Student Admissions Policy, Course Fees Policy and other University Rules, Regulations, Policies and Procedures that apply to students (available on the University's Student Policy Zone). You will be required to read and accept the current version of these Terms & Conditions of Enrolment, which will be an update to your continuing contract.

If you have any queries regarding this documentation then you should make further enquiries of the University prior to commencing the enrolment process.

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 to indicate your agreement to these Terms & Conditions of Enrolment and the University will then confirm to you completion of your enrolment to study. At this point these Terms & Conditions of Enrolment will be legally binding on you and the University.

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.

Cancellation – At enrolment the University agrees to provide educational services and you will become liable to pay tuition fees for that service. You are entitled to cancel this contract, without reason, any time up to 14 calendar days after enrolment. To exercise the right to cancel, you must inform the University in writing at: The University of Bolton, Student Data Management, Deane Road, Bolton, BL3 5AB; or by email to sdmenquiries@bolton.ac.uk or you may use the **Enrolment Cancellation Form** to do so. The 14 calendar days is calculated from the day after you complete your 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 the 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 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 2023/24 until you communicate 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 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 your course. Such changes will be fair and normally take effect at the start of the next academic year, which will be communicated to you in annually reviewed and updated Terms and Conditions of Enrolment. You will be asked to read and accept the most recent version of these Terms and Conditions upon re-enrolment. Should it be necessary to make changes during the academic year, we will communicate such changes to you.

If you are unhappy with any aspect of your course, please refer to the Student Complaints Procedure (available at: www.bolton.ac.uk/student-policy-zone/.)

1. I have read and agree to comply with all of the University's Rules, Regulations, Policies and Procedures and other provisions and requirements that apply to me as a student, which are accessible via the Student Policy Zone at www.bolton.ac.uk/student-policy-zone/ and to comply with any third-party contract (if applicable) as highlighted in my offer documentation. I understand and I am fully aware that my School / Faculty may have additional local policies or procedures which will be brought to my attention.
2. I understand and accept that the University may approve new Rules, Regulations, Policies and Procedures from time to time to improve the delivery of educational services or to update existing documents. I understand that the University will communicate such updates to students and I agree to regularly check my University email address for important email communications.
3. I understand and agree to comply with any reasonable instructions provided to me by the University in relation to health, safety and security and recognise that I have a responsibility to ensure my safety and the safety of others at the University. I will comply with the **Health and Safety Policy** which is available via the Student Policy Zone (www.bolton.ac.uk/student-policy-zone/.) I understand and accept that the University may put in place specific health and safety policies which will apply to students on any part of the University's campus or using any of the University's facilities. I understand that the University may need to add new policies and procedures or change existing ones quickly in order to respond to an immediate health or safety threat (such as an epidemic or pandemic) or where particular requirements are imposed on the University by appropriate bodies, e.g., government, local authority or public health authorities. I agree to regularly check my email address for important updates.
4. I understand and accept that the University may be required to make timely adjustments in response to an immediate health and safety threat, for instance, to take into account advice from Public Health England and Government. 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.
5. I have read and agree to comply with the Academic Regulations and Procedures available via the Student Policy Zone (www.bolton.ac.uk/student-policy-zone/.) I understand and accept that the Academic Misconduct Regulations apply to all students and that the University reserves the right to apply sanctions (including expulsion). I

understand and I am fully aware that students may remain liable for outstanding tuition fees following expulsion from the University.

6. I understand and I am fully aware of the Student Non-Academic Conduct and Disciplinary Policy and Procedure available via the Student Policy Zone (www.bolton.ac.uk/student-policy-zone/). I understand and accept that this policy applies to all students and that the University reserves the right to apply sanctions (including expulsion). I understand and I am fully aware that students may remain liable for outstanding tuition fees following expulsion from the University.
7. I understand and agree to attend, when requested by the University, all mandatory information sessions associated with my enrolment and study at the University. I understand and I am fully aware that the University expects full attendance and engagement with scheduled sessions and activities forming part of my course in line with the University's Student Attendance and Engagement Policy available via the Student Policy Zone (www.bolton.ac.uk/student-policy-zone/).
8. 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.
9. I understand and accept it is a condition of my entry on to the course, and my subsequent continuation on the course, that I remain employed by my course sponsor (my employer) and that my course sponsor has a contract with the University.
10. 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. I have read and accept the Fitness to Practise Procedure and agree not to engage in any conduct which renders me unfit to be admitted to and practise the relevant profession. I understand and I am fully aware that I am required to keep the University informed about any changes in my personal circumstances (such as any misconduct, criminal activity or health-related updates) which could affect my fitness to practise. I understand and I am fully aware that where the University determines my fitness to practise is impaired, it may take appropriate steps (including terminating my programme or study or confirming my expulsion) depending on the circumstances.
11. I understand and I am fully aware that if I am an international student, I need the correct visa to study and need to comply with all immigration requirements. I agree that this is my responsibility and that I must stay up to date with current immigration rules and guidance that apply to me. I understand that I must keep the University updated in relation to any change which may impact my right to study in the UK and that my enrolment / ongoing studies may be terminated where I no longer have permission to remain in the UK; my student visa is revoked; and/or the University is required to take action under its Home Office sponsor duties or to avoid breach of its legal or compliance duties.
12. 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 and have due respect for my fellow students and University staff.
13. 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/student-policy-zone/>) 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, the University 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.

14. I understand and accept that the University will endeavour to continue to deliver programmes where students have already accepted an offer or have enrolled. However, I accept that there may be occasions where the University may need to suspend or close a programme and that the University will make all efforts to mitigate any impact on students in accordance with the Policy for Suspending or Closing a Programme (available at: <https://www.bolton.ac.uk/student-policy-zone/>).
15. 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.
16. 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.
17. I understand and accept that the tuition fees for my course are paid by my course sponsor (my employer) in accordance with the contract that my course sponsor has with the University.
18. 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 Policy Zone (accessible via: <https://www.bolton.ac.uk/student-policy-zone/>).
19. **I understand and accept that, as set out in the Course Fees Policy (available in the Student Policy Zone at: <https://www.bolton.ac.uk/student-policy-zone/>), if my course fees are not fully paid by my course sponsor 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.**
20. 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 accept that the University reserves the right to terminate my studies should it come to light at a later date that I have provided fraudulent, misleading and/or false information; or where I have omitted to provide information relevant to my application or ongoing studies in a timely manner. I understand and I am fully aware that I may remain liable for outstanding tuition fees following termination of my studies.
21. 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 Policy Zone (accessible via: <https://www.bolton.ac.uk/student-policy-zone/>).
22. I understand and I am fully aware that I have an ongoing responsibility to provide true, accurate and complete information to the University. I agree to provide the University with my up-to date personal contact information and to notify the University promptly of any changes. I agree to keep updated an emergency contact name and details for use by the University at its discretion. I also agree to provide the University with the

contact details of an additional person known as a Trusted Contact (responsible adult) in line with the Student Mental Health and Wellbeing Trusted Contact Procedure available in the Student Policy Zone (accessible via: <https://www.bolton.ac.uk/student-policy-zone/>).

23. 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 (Processing Your Personal Data) that explain how the University collects, processes and uses personal data, available in the Student Policy Zone (accessible via <https://www.bolton.ac.uk/student-policy-zone/>). I understand and I am fully aware of the University's policies relating to data protection.
24. I understand and agree that where I am (i) employed by a third party during my studies and/or (ii) sponsored by my employer or a funder, such third parties may have a direct interest in my status as a student and information regarding my progression, performance and attendance may be shared with my employer, course sponsor or funder.
25. I understand that in some circumstances, it may be necessary for the University to transfer my personal data to a country outside the UK and 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.
26. 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.
27. 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.
28. 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 and/or my employer (which will not be unreasonably withheld) in accordance with the University's Intellectual Property Rights Policy available in the Student Policy Zone (accessible via <https://www.bolton.ac.uk/student-policy-zone/>).
29. 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.
30. 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 and ongoing studies then I must promptly inform the Student Data Manager in the Student Data Management Department in writing.
31. I understand and agree that I must declare all relevant 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 relevant 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.
32. I am aware that I may be required to complete a Disclosure and Barring Service (DBS) check for entry onto my chosen programme of study. I agree to comply with the DBS

Policy and Guidance Notes and understand that I may be suspended, suspended pending investigation or withdrawn from studies if the University determines that the DBS certificate is unsatisfactory, or in the event that I should refuse to obtain or provide a certificate. I further accept that if I am studying on a course which requires a DBS certificate, I am required to immediately notify my Head of School / Dean of Faculty if I am arrested, charged or convicted of any criminal offence or I am in receipt of a police caution, reprimand or warning.

33. 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.
34. 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.
35. 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 calendar 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.
36. I understand and agree that if I am withdrawn from my course of study at any time then my contract to study with the University will cease.
37. 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 or cease employment with my course sponsor.
38. I understand that the University is regulated by the Office for Students (OfS). The OfS is the independent regulator higher education in England. More information on the role of the OfS and its regulatory framework can be found on their website: <https://www.officeforstudents.org.uk/>
39. Finally, I accept and agree that these Terms & Conditions of Enrolment shall be governed by English law and jurisdiction.

Version: August 2023