

# Participant Agreement in the Bristol Anatomy Course (BAC)

## 1 Introduction

This Agreement sets out the relationship between the Bristol Anatomy Course (BAC) and its participants. It is intended to enable and facilitate the relationship.

## 2 Agreement

The Agreement between you and the Bristol Anatomy Course commences when you inform the BAC in writing that you accept the offer of a place on a course.

## 3 The Bristol Anatomy Course Obligations

The BAC will provide you with the tuition indicated in the course that you have applied for, subject to these conditions, with reasonable care and skill. The BAC will make all reasonable efforts to deliver your programme as described in the course prospectus for the appropriate course dates

However, the BAC shall be entitled:

- to alter the timetable, location, and method of delivery of your course, provided such alterations are reasonable;
- to make reasonable variations to the content and syllabus of your course;
- to postpone, or cancel, your course (for example, because a key member of staff is unwell or leaves the University);
- not to provide your particular course if the BAC reasonably considers this to be necessary, (for example, because too few participants apply to join the programme for it to be viable, or, too few faculty are available to teach the course e.g. through illness, concurrent over-riding commitments).

In the unlikely event that the BAC postpones your course:

- the BAC will tell you at the earliest possible opportunity;
- you will be entitled to withdraw your application by telling the BAC in writing;
- the BAC will make an appropriate refund of tuition fees and deposits you have paid.

## 4 Your obligations

You must comply with your obligations under these conditions and, in accordance with any reasonable requests. You are required to:

- conduct yourself in a proper manner;
- comply with professional standards;
- understand and comply with the provisions of The Human Tissues Act 2004
- health and safety regulations;
- computing regulations
- regulations on equal opportunities, discrimination, bullying and harassment, and dignity at work and study;
- data protection information for students and data protection guidelines;
- provisions relating to confidential information;

## **5 Fees and Payment**

It is your responsibility to make sure your course fees are paid. The course fees will be as stated on the website and as reviewed and revised for each course. These fees and expenses do not include any fees payable for residential accommodation provided to you by any third party, nor do they include travelling expenses or other course costs.

## **6 The Bristol Anatomy Course Liabilities**

The BAC cannot accept responsibility, and expressly excludes liability, for:

\* any loss or damage to your property, including damage to any motor vehicle or cycle, while on University premises, unless caused by the negligence of the University or its employees;

\* death or any personal injury suffered by you, unless caused by the negligence of the BAC.

## **7 Termination of Agreement**

The BAC may end this Agreement by written notice to you if you do not pay your course fees.

## **8 Notices**

Any notice made under this Agreement shall be in writing. Good service may be given by email, to the last email address you gave to the BAC.

## **9 General**

If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

Neither you nor the BAC shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond that party's reasonable control, for example fire, flood or industrial dispute.

## **10 Third parties**

The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **11 Law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.