

Statement on Managing Unforeseeable Events and / or Circumstances Beyond the Reasonable Control of the University (Force Majeure Event)

General

1. What is meant by Force Majeure Event?

- a) This statement applies to Force Majeure Events. These are unforeseeable events and/or circumstances that are beyond the reasonable control of the University, that have a disruptive effect on the University's ability to deliver academic or other services. In the rest of this statement such events are called 'Force Majeure Events'. Such an event might for a period of time cause significant and prolonged disruptions to delivery of academic services or disruptions to access to other services and facilities which are normally provided by the University. Such events may include, but are not limited to health related epidemics/or pandemics, war, changes to the law, or any advice or actions taken by the government or other public authority, that unavoidably impacts on our ability to deliver business as usual.
- b) If an event occurs which is disruptive but it can be reasonably managed with little or no disruption to services, then the University would not treat such an event as a Force Majeure Event.

2. What is the purpose of this statement on force majeure events?

- 2.1 It is important that you are aware that if Force Majeure Events occur, the University

3. Principles

3.1 If a Force Majeure Event occurs, the following principles will be applied by the University in planning how to respond to the Force Majeure Event:

- a) Assessment enables a student to demonstrate achievement of the learning outcomes for their programme of study.
- b) Students of the University will be treated in a fair and equitable manner.
- c) Academic standards will be maintained.
- d) Assessment processes will be applied consistently and equitably, with reliability, validity and fairness.
- e) The University's obligations to professional, statutory and regulatory bodies will continue to be fulfilled.
- f) The University will approach decision making on any adjustments we need to make in response to a Force Majeure Event with the aim of being reasonable and proportionate in our response.
- g) We will not exclude liability to you (in relation to fee refunds for example) if we are **unable** to continue reasonably adjusted services, and if the lack of those services has resulted in the University failing to comply with principles 'a' to 'e' above. Any partial or fee full refunds will be subject to the University's financial regulations.
- h) The University will take into account any detriment you suffer (in relation to principles 'a' to 'e' above,) as a result of disruptions to services if we are unable to put in place reasonable alternative arrangements.
- i) Where ever reasonably possible we will consult with you on changes but this may not be always possible, and if it is not you will be informed of the reasons why it is not possible.
- j) We will give reasons for changes we make.
- k) We will as far as practicably possible give you advance notice of any changes we intend to make to academic services and other services in response to the Force Majeure Event.
- l) Where changes have to be made to courses and the provision of other services as a result of the force majeure event, you will be made aware of any alternative options you may have, which may include options in connection with discontinuing the course of study and the implications of this for you;
- m) You have the right to complain using the University's complaints procedure if you are dissatisfied with any matter connected with the University's handling of a force majeure in terms of its specific effect on you. If you are not satisfied with the outcome of the University's complaints procedures you may complain to the Office of the (he)20 (Fr004C6 00510050056) T10 1 Tf()Tj/C2v)1

