

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

(Version 08.07.2020)

## 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 will have to make decisions about how it can reasonably manage any disruption which the Force Majeure Event causes to the normal delivery of any academic services (including in relation to student progression or final awards) or normal delivery of other services and facilities. It is impossible to detail in this statement how the University will manage a Force Majeure Event as it is an event that cannot be reasonably foreseen in terms of specific details, so there is limited or no detailed advance planning the University can do. It will have to put in place an appropriate response to the Force Majeure Event as it happens.
- 2.2 The measures outlined below are intended to protect the interests, health, safety and well-being of students, staff of the University and visitors to the University, as far as reasonably and practicably possible. To the extent legally permissible, the measures also indicate the limits to the University's liability if a Force Majeure Event was to arise. We will apply the principles below to managing a Force Majeure Event in a lawful, reasonable and proportionate way.

### 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 Independent Adjudicator (the OIA).

#### 4. What is the University not responsible for?

- 4.1 To the extent legally permissible, the University will not be liable to students for financial or other losses they may incur as a result of the impact of a Force Majeure Event unless the University has acted unlawfully or in bad faith, which would include not acting in accordance with the principles in section 3 above as applicable.
- 4.2 Where a student's programme has content, a placement, supervision or funding provided by a another party (referred to in this section as a 'third party'), the University will seek to have (as far as reasonably practicable and legally permitted) contractual assurances from that third party that the part of the programme they are delivering is secure for the relevant period of the programme. The third party may also experience the impact of the Force Majeure Event outside of their control, which directly affects their continued provision of their contribution to the programme. The University will seek to minimise any impact to programmes on which students are enrolled to the extent that it is legally and contractually its responsibility to do so and as far as reasonably and practicably possible given the Force Majeure Event circumstances. To the extent legally permissible, the University will not be responsible for any loss, damage, inconvenience, expense or programme variation that may arise as a result of the impact of the Force Majeure Event on the third party.

#### 5. Incorporation of the terms in this Force Majeure Statement into the University's terms and conditions

- 5.1 This Force Majeure Statement will be incorporated into the University's terms and conditions from the academic year 2020/2021.
- 5.2 **The Force Majeure Statement will also apply to the continuing programmes of any enrolled students who commenced courses prior to the academic year 2020/2021 whose courses are continuing at the time that this Force Majeure Statement comes into effect.**
- 5.3 This Force Majeure Statement will take precedence over other University terms and conditions to the extent that it is not practicably possible to apply those terms and conditions because of the circumstances of the Force Majeure Event.
- 5.4 Any statement the University makes in response to a specific Force Majeure Event, that is in accordance with the principles set out in this Force Majeure Statement shall be deemed to be contractually valid and enforceable by the University as a result of this Force Majeure Statement that forms part of the terms and conditions of the University.
- 5.5 If a Force Majeure Event occurred it would not result in any change being required to the appeal and academic misconduct provisions in the University's Regulations.
- 5.6 If a Force Majeure Event occurred and all students were affected by it, the University would suspend the application of the extenuating circumstances claim policy.