

By submitting your Application, you agree to the following terms and conditions (Terms):

1 ABOUT US

1.1 **The British Computer Society** using the business name BCS, The Chartered Institute for IT, is a body incorporated by Royal Charter in England and Wales (number RC000724) and a registered charity in England and Wales (number 292786) and Scotland (number SC051487) whose principal address is at 3 Newbridge Square, Swindon SN1 1BY. Our VAT number is GB 618 1687 24. We operate the website www.BCS.org. ("**BCS**", "**us**")

1.2 **Contacting us.** To contact us, email our team at educ@bcs.uk. How to give us formal notice of any matter under the Contract is set out in Clause 13.

2 OUR CONTRACT WITH YOU

2.1 **Our contract.** These Terms apply to the Higher Education Institutions/HEIs (as defined in the application form and herein referred to as you, your) application for accreditation (**Application**) and the review by us of your Application (**Contract**). The Contract shall commence on the date of your signature on your Application and shall continue, unless terminated earlier in accordance with clause 11.1, for the period stated by us in your accreditation report (**Term**).

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3 APPLICATION STAGE

3.1 **Submitting your Application.** Please complete your Application and submit it to the secure area provided by us along with all supporting documents.

3.2 **Please check your Application carefully before confirming it.** You are responsible for ensuring that your Application and any information submitted by you is complete and accurate.

3.3 **Acknowledging receipt of your Application.** After you submit your Application, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your Application has been approved. Our approval of your Application will take place as described in Clause 3.5.

3.4 **Following Submission of your Application.** Subject to Clause 3.7, we shall undertake an assessment of your programme(s) (**Programme(s)**) and will award accreditation to such Programme(s) which, in our entire discretion, satisfy the requirements set out within the applicable standard as described in the Application form (**Qualifying Criteria**).

3.5 **Approving your Application.** Our approval of your Application takes place when we send an email to confirming our approval of it. In some circumstances we may make recommendations for you to meet the Qualifying Criteria. Upon receiving a satisfactory response to our recommendations, we may reconsider your Application without the need to re-submit.

3.6 **If we cannot approve your Application.** If your Application is unsuccessful for any

reason, we will inform you of this by email and we may offer to provide support to assist you with bringing your Programme in line with the Qualifying Criteria. Any support agreed with you will be subject to additional fees and separate terms.

3.7 **Changes to the Qualifying Criteria.** We reserve the right to amend the Qualifying Criteria if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the accreditation, and we will notify you in advance of any such amendment.

3.8 **Time for performance.** We will use all reasonable endeavours to meet any performance dates communicated to you, but any such dates are estimates only and failure to complete the review of your Application by such dates will not give you the right to terminate the Contract.

3.9 **Rejection of your Application.** We reserve the right to reject your Application in our discretion for any reason, including, without limitation:

- (a) If your Application does not meet the Qualifying Criteria;
- (b) If a required piece of evidence has not been provided as specified in the Application form or guidance;
- (c) If the supporting evidence has been mislabelled or not labelled to a degree that we are able to determine which associated elements in the Qualifying Criteria it relates to; and
- (d) If your Application would result in a conflict of interest to us.

3.10 **Supporting Evidence.** Notwithstanding Clause 3.9 (b), if your supporting evidence is mislabelled, we may contact you to re-submit your supporting evidence in a format which allows us to identify which elements of your Application that it is associated with.

3.11 **Changes to your Programme.** Should your Programme specification change in any way while we are reviewing your Application, you must immediately communicate such changes to us. We reserve the right to request that you submit a new application if, in our reasonable opinion, the changes are material.

4 YOUR APPLICATION OBLIGATIONS

4.1 It is your responsibility to ensure that:

- (a) the content of your Application is complete and accurate;
- (b) you cooperate with us in all matters relating to your Application;
- (c) you provide us with such information and materials we may reasonably require in order to review your Application, and ensure that such information is complete and accurate in all material respects;
- (d) you inform us promptly if you become aware of any fact or circumstance which may affect your ability to continue to deliver your Programme at or above the standard that was assessed;
- (e) you obtain and maintain all necessary licences, permissions and consents which may be required for your Application; and
- (f) you comply with all applicable laws and regulations in force from time to time.

5 CHARGES

- 5.1 In consideration of our reviewing your Application, you must pay our charges (**Charges**) in accordance with this Clause 5.
- 5.2 The Charges are the prices communicated to you in writing prior to the submission of your Application, including, without limitation, for the review of the Application and any physical visits your premises.
- 5.3 On site visits by us will incur costs (including, without limitation, our expenses), which will be communicated prior to such visit.
- 5.4 All Charges are non-refundable and are due payable whether your Application is approved or rejected by us.
- 5.5 If you have a visit booked with us and you postpone/cancel the visit, you will be liable for the charges set out in our [Academic Accreditation Visit Cancellation and Postponement Policy](#), which may be amended by us from time to time.
- 5.6 We will send you an electronic invoice following submission of your Application. Payment for all invoices shall be made within 30 days of the date of an invoice provided to you.

6 IF YOUR APPLICATION IS SUCCESSFUL

- 6.1 If your Programme is accredited successfully in accordance with Clause 3.5, you will be granted the relevant accreditation for the Term.
- 6.2 During the Term, you shall:
- (a) deliver the Programme(s) in the format accredited by us following the your successful Application and in accordance with the feedback provided by us;
 - (b) ensure that all changes or additions to the Programme(s) format(s) that may affect the ability to meet the applicable Qualifying Criteria are submitted to us immediately for approval to educ@bcs.uk;
 - (c) notify us immediately if a Programme is retired;
 - (d) undertake all reasonable measures to prevent the rights of BCS, granted under this Agreement, from being infringed in any way; and
 - (e) only advertise and/or reference that a Programme is accredited by us in accordance with this Contract and not advertise any of its non-accredited programmes as if they were accredited.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 You shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Contract, nor shall you make any suggestion or reference that your Programme is accredited by us during the Application process.

8 DATA PROTECTION

- 8.1 We will use any personal information you provide to us to:
- (a) review your Application; and
 - (b) process your payment for your Application.
- 8.2 We will process your personal information in accordance with the [BCS Data Privacy Notice](#), the terms of which are incorporated into this Contract.

9 LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) matters in respect of which liability may not be excluded by law.
- 9.2 Subject to Clause 9.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 9.3 Subject to Clauses 9.1 and 9.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.
- 9.4 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 weeks from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.5 This Clause 9 will survive termination of the Contract.

10 CONFIDENTIALITY

- 10.1 We each undertake that we will not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by Clause 10.2.
- 10.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this Clause 10; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

11 TERMINATION

- 11.1 **Termination.** Without limiting any of our other rights, we may suspend the review of your Application, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

11.2 Consequences of termination. Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

11.3 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

11.4 Delays. If our ability to review your Application is prevented or delayed by any failure by you to fulfil any obligation listed in Clause 3.11 or Clause 4.1:

- (a) we will be entitled to suspend the review of your Application until you remedy Your Default. In certain circumstances Your Default may entitle us to terminate the Contract under Clause 11.1;
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to review your Application; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

12 EVENTS OUTSIDE OF OUR CONTROL

12.1 Neither party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

13 COMMUNICATIONS BETWEEN US

13.1 Notices authorised or required under this Contract shall be deemed sufficient if in writing and delivered by registered mail or electronically by email address to the other party or at that party's last known address. Any such notice sent by post shall be deemed to

have been served three days after the time of posting and any such notice sent by email shall be deemed to have been served on the business day following the day on which it is sent. Any change of address shall be communicated in writing within 30 days.

14 GENERAL

14.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

14.2 Variation. Any variation of the Contract only has effect if it is in writing and agreed by us (or our respective authorised representatives).

14.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, 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 or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

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

14.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

14.6 Governing law and jurisdiction. The Contract is governed by the law of England and Wales and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the Courts of England and Wales.