BIRMINGHAM CITY University

TERMS AND CONDITIONS FOR TAUGHT AND RESEARCH STUDENTS



Effective from 2027/28

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WHICH DOCUMENTS FORM THE CONTRACT?

When you accept an offer of a place to study at Birmingham City University ('**the University**'), subject to your right to cancel in Clauses 48 to 56 below, you enter into a **legally binding contract** with the University. Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to the terms and conditions ("**Terms and Conditions**") of the contract which are set out below.

If you are a student studying modular provision through the Lifelong Learning Entitlement ("**LLE**"), references throughout these Terms and Conditions to "course" mean the module(s) that you have signed up to. As the LLE is intended to be flexible and courses completed at a pace that suits you, you will usually be provided a copy of the relevant Terms and Conditions each time you sign up for subsequent modules. It is therefore important that you read these Terms and Conditions carefully and understand them fully each time you sign up to complete a module, particularly if significant periods of time have passed since the last module you completed. Please also note that for students studying on the LLE, the University is intending to publish a specific "LLE addendum" to these Terms and Conditions, to incorporate any additional or different terms and conditions you need to abide by. This will be published on the Student Contract page as soon as available.

Which documents form the contract?

The contract between you and the University is comprised of the following documents:

a. Your offer letter;

b. These terms and conditions (available on the Student Contract page and provided with your offer letter);

c. Your course information set out in the Course Specification (available on your course page);

d. Academic Regulations for Taught awards and Doctoral Research Degree awards (available on the Student Contract page and provided with your offer letter). **You should be aware that there are different Academic Regulations applying to different categories of students. Please refer to the first page of the Academic Regulations or the "introduction section" of the relevant regulations for further information.**

e. All other relevant policies and procedures (available on the Student Contract page and signposted in your offer letter).

Before accepting your place at the University, you should read carefully the documents

listed at points (a) to (e) above and ensure that you retain a copy for your own records and that you understand them fully. If you have any queries about the meaning or content of any of the information provided to you, you should contact admissions@bcu.ac.uk (or research.admission@bcu.ac.uk for doctoral research degrees, apprenticeticeships@bcu.ac.uk for apprenticeships and international.admissions@bcu.ac.uk for international admissions) for clarification.

Please note that the Academic Regulations and other relevant policies and procedures may change throughout your course and you will be subject to the most recent version of the Academic Regulations and policies and procedures. Clauses 31 to 0 provide further information on when and why the University may make changes.

(All of the above online documents are available in pdf. The documents applicable to your cohort of study will generally be displayed on the University's website for six years from the usual course end date. If your course extends beyond the usual end date you are advised to download and save the documents referred to in the offer letter.)

DEFERRED ENTRY

These Terms and Conditions are reviewed annually. If you have been offered a deferred place for entry in a future year, or decide at some future point to defer your entry, these Terms and Conditions will apply until they are replaced by a new version that will apply for your year of admission. The revised Terms and Conditions will then govern your relationship with the University until you cease to be a student. The revised Terms and Conditions will be provided to you before you enrol with the University. Further information on deferral procedures is contained in the University's **Admissions Policy**. If you are not satisfied with the revised Terms and Conditions, you may cancel your place without penalty.

WHAT CONDITIONS APPLY TO THE CONTRACT?

The University may withdraw your application and/or terminate its contract with you and withdraw you as a student with immediate effect if you do not meet the relevant conditions set out in your offer letter in accordance with this section.

1. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
2. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.
3. The University requires students to provide proof of identity, evidence of visa (if applicable) and original qualifications prior to the point of enrolment. All direct applicants to taught courses are required to upload GCSEs (or equivalent) and A-levels (or equivalent) to the Applicants Portal. Research degree applicants are required to upload their first degree and masters degree (where applicable) to the Applicants Portal.
4. The academic conditions applicable to the offer of a place are set out in your offer letter. For some courses, non-academic conditions will also apply and will be confirmed in the offer letter. The University's **Admissions Policy** provides information in relation to the procedures concerning admission to study and responsibilities.

5. Non-academic conditions such as the requirement for applicants on courses subject to Professional, Statutory and/or Regulatory Body ('PSRB') requirements to obtain an Enhanced Disclosure and Barring Service check and/or a satisfactory Occupational Health report, and the requirement to have immigration leave to study in the UK, apply to all offers irrespective of their status.

6. All conditions of offer for September undergraduate courses must be satisfied by no later than the start date of the course as stated in your offer letter, otherwise the offer of a place will no longer stand. The deadline for international students to meet the conditions of their offer (whether academic or non-academic) is the start date of the course, unless otherwise confirmed. For January undergraduate courses relevant deadlines will be communicated separately to applicants. In relation to doctoral research degree courses, there are generally 3 intakes per academic year in September, February and May, and the deadline to accept the offer and meet any relevant conditions will be communicated to each applicant. For the avoidance of doubt, academic conditions of offer for doctoral research courses must be satisfied by the date as cited in the offer letter, otherwise the offer of a place will no longer stand. The University has discretion to extend this deadline but where the deadline is extended the University can withdraw the offer at any time without prior notice. For apprenticeships, deadlines for submitting evidence will be communicated as part of the apprenticeship onboarding process for each start date.

7. When making an offer to you, the University will require you to declare any relevant unspent convictions. Relevant convictions are only those convictions for offences against the person, whether of a violent or sexual nature, the possession and/or the creation or distribution of indecent images of a child, convictions for offences involving unlawfully supplying controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking, and offences involving firearms, arson and/or terrorism. Convictions that are spent (as defined by the Rehabilitation of Offenders Act 1974) are not considered to be relevant and you should not reveal them. Applicants are free to voluntarily disclose relevant unspent convictions in advance of the offer stage if they wish. To do so, you should contact criminalconvictions@bcu.ac.uk. This Clause does not apply to students studying on courses subject to PSRB requirements who are required to obtain an Enhanced Disclosure and Barring Service Check.

8. Where you declare relevant unspent convictions, the University may require further information to assess any risk to the University community. All offers are conditional upon the University assessing risk in line with the Students with **Criminal Convictions Policy and Procedure** to assess whether additional support may be required in order for you to take up your place. All relevant information will be considered and a risk-based approach is taken to assess whether it is necessary to exclude an applicant from admission to the University or to place any specific conditions on admission, for example exclusion from University accommodation. **You should be aware that the Criminal Convictions Policy and Procedure is scheduled to be reviewed and updated before September 2027 so you should always check for the**

latest version.

PAYMENT OF FEES AND ADDITIONAL COSTS

9. The level of fees for your first year of study (or, for LLE students, the modular provision you have signed up for) will be set out in your offer letter and on your course page which can be found here. Information about any additional costs and any potential increase in fees for subsequent years of study can also be found on your course page and in the **Tuition Fee Payment Policy.** In particular, fees for continuing students are subject to inflation rate rises (as set out in the Tuition Fee Payment Policy) and for home students, where course fee caps are raised by the UK Government, the University will usually increase fees to the maximum level.

10. You remain responsible for the payment of your tuition fees at all times whether you have access to an invoice requesting payment or not; including where sponsorship, grant or loan agreements have been approved. It is therefore your obligation to make arrangements before the beginning of your course for the payment of your fees. Further information on the payment of fees and fee liability can be found in the **Tuition Fee Payment Policy** (on the Student Contract page).

11. You will be invoiced by the University for the full amount or the relevant remaining portion of your fees for each year of the course, unless (for each year of your course) you are either:

    - An undergraduate student in receipt of a student loan via Student Finance England, Wales, Northern Ireland or SAAS; or
    - Have an official letter from an employer or a sponsor indicating continuing responsibility for the payment of your fees in full or part; or
    - A student from a partner organisation which is collecting fees in agreement with the University; or
    - A student in receipt of LLE funding.

12. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the University at enrolment. If after 6 weeks from your course start date the University has been unable to confirm your funding, you will be treated as a self-funded student and will become liable for the payment of your tuition fees in full. Please see the **Tuition Fee Payment Policy** for further information. It is important to note that applications to Student Finance England, Wales, Northern Ireland or SAAS are required to be made for every year of your course in advance. **Please note there is a deadline for application and if you miss the deadline to apply then you will become liable for the payment of your tuition fees.**

13. The University determines a student's status for fee-paying purposes in

accordance with the relevant Government regulations and the **Tuition Fee Payment Policy**. You will be required to provide any relevant evidence (such as evidence of nationality) for the University to make any relevant assessment. By completing enrolment, you confirm that you accept your fee status as correct and accurate.

14. If you are self-funding and have to pay your own fees, the Tuition Fee Payment Policy sets out how you can make payment to the University. It is important to check the Tuition Fee Payment Policy on the payments required before you are allowed to enrol.

15. The University reserves the right to amend your offer in relation to the fees payable or withdraw the offer/terminate the contract where, in the University's reasonable opinion, you have assessed yourself incorrectly for the purposes of fee status.

COMMUNICATIONS TO AND FROM THE UNIVERSITY

16. On or before enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly, at least once per week. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

17. It is your responsibility to ensure that the University has your up-to-date contact address and mobile number at all times. You must promptly update the University of any changes to these details through MySRS.

IMPORTANT TERMS WITHIN THE ACADEMIC REGULATIONS AND OTHER RELEVANT POLICIES AND PROCEDURES

18. By accepting the offer of a place at the University you agree to comply with the provisions of the University's **Academic Regulations** (or the **Academic Regulations: Doctoral Research Degree Students**) and all other relevant policies and procedures that apply to enrolled students from time to time. The University's **Academic Regulations** (or the **Academic Regulations: Doctoral**

Research Degree Students) and the other relevant policies and procedures were signposted in your offer letter and are available on the Student Contract page. **You should be aware that different Academic Regulations apply to different categories of students. Please refer to the title pages of the Academic Regulations for further information.**

You should also be aware that many of the policies mentioned are reviewed annually in light of any new regulatory changes or guidance and updated copies will be made available on the Student Contract page as soon as they are available. In particular, a number of the student policies referenced below are planned to be updated before September 2027.

19. Key provisions of which you should be aware include:

    a. The University's expectations as regards student engagement and academic progress. Failure to meet these expectations may mean that you are not permitted to progress on your course.

    b. The University's expectations with regards to student attendance as set out in the **Student Attendance and Engagement Policy: Home Students** and the **Student Attendance and Engagement Policy: International Students**. Action may be taken against you should you fail to meet those expectations including, ultimately, withdrawal from your course without a refund, and in addition for international students, notification of withdrawal to the Home Office which may result in your visa being curtailed.

    c. The University's final point at which you can commence studies and be engaged in teaching and learning is as set out in the **Academic Regulations** and the **Change of Circumstances Policy** (or the **Academic Regulations: Doctoral Research Degree Students**) which is normally the Friday of week four after the course start date ('**the final point**'). If you do not enrol (or re-enrol) at the University and commence your studies by the final point, then the contract between you and the University will expire unless you have a personal written extension from a member of the Vice Chancellor's Office at the University.

    d. The University's rules regarding break in studies which can be found in the **Academic Regulations** and the **Change of Circumstances Policy** (or the **Academic Regulations: Doctoral Research Degree Students**). Students studying taught awards may usually return to study at the start of a semester.

    e. For students studying taught awards, the University's rules are set out in the **Academic Regulations**. Please be aware that the rules differ under the three sets of Academic Regulations, as described in Clause 1818.

    f. For students studying taught awards, in the event that you repeat a stage of study, a semester of study or a module, as set out in the **Academic Regulations**, then you will be required to pay the relevant fee for that repeat stage, semester or module.

    g. For students studying taught awards, the University's ability to revoke an award issued to a student in certain circumstances is set out in the **Academic**

Regulations.

h. The University has set out its approach to managing how you will be assessed and the student outcomes in an emergency scenario within its **Emergency Regulations**.

i. The University's rules regarding academic misconduct can be found in the University's **Academic Misconduct Procedure.** Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or exclusion. In exceptional circumstances, exclusion from the University on the grounds of academic misconduct may include removal of some or all academic credit gained.

j. The University's rules regarding payment of sums due to the University, which can be found in the University's **Tuition Fee Payment Policy.** If you do not pay money that you owe to the University (including money which has been approved to be paid by a sponsor or a grant or a loan which is for any reason not paid as required), the University reserves the right to apply sanctions such as withdrawing its services and/or your right to use its facilities where it is necessary and proportionate to do so. The non-payment of tuition fees may result in a break in your studies and can also lead to your permanent exclusion from the University. A full list of possible sanctions is set out in the **Tuition Fee Payment Policy.** In deciding upon the appropriate sanction, the University will consider all the circumstances of your case. You will need to ensure that you have student loan funding in place, have provided evidence of sponsorship, have paid in full or have set up a payment plan in your first period of study. Please refer to the **Tuition Fee Payment Policy** regarding the different options you have around paying your fees.

k. The University's expectations of student behaviour, as set out in the University's **Student Disciplinary Procedure** and the **University Community Agreement.** Breach of these rules could result in a disciplinary process and the imposition of sanctions, up to and including exclusion from the University. You should be aware that you can report any instances of harmful behaviour, such as gender-based violence, bullying, harassment, discrimination and other issues that you witness or experience via the University's **Report and Support tool**. Information about how the University will deal with such a report can be found in the **Student Disciplinary Procedure**.

l. The University's **Fitness to Study Procedure** describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. In exceptional cases, the University may use the Fitness to Study procedure to take a decision that you are unfit to study and either apply a break in your studies or withdraw you because your behaviour is causing harm or distress to yourself or others.

m. The University's rules governing Fitness to Practise and PSRB requirements, including the University's **Fitness to Practise Procedure**, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to

practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including withdrawal from the relevant University course.

n. The requirement that applicants to courses subject to PSRB requirements undergo an enhanced Disclosure and Barring Service check before they can be enrolled on these courses, or complete by a specific deadline after enrolment (as advised by the University). Some courses also require the provision of a satisfactory Occupational Health report. Depending on the outcome of these checks/report, you may not be eligible to enrol on or continue on these courses.

o. The requirement that you satisfy all Right to Study checks to ensure that you have the correct immigration permission to study the course at the University. Depending on the outcome of these checks, you may not be eligible to enrol.

p. The University's rules governing the disclosure of criminal convictions for applicants and students, as set out in the **Students with Criminal Convictions Policy and Procedure**, including the obligation to notify the University immediately if you receive any relevant criminal convictions at any point from acceptance of the offer until the completion of your course.

q. The University's **Student Protection Plan** and **Refund and Compensation Policy for Course Closure** which apply in exceptional situations where the University is forced to close a course without providing the remainder of the course to current students e.g. 'teaching out' the course. In these rare circumstances, the Student Protection Plan will be triggered. **The Refund and Compensation Policy for Course Closure** is an annex to the Student Protection Plan and sets out the University's refund and compensation arrangements in such exceptional situations where the University is unable to provide continuation of study.

r. The obligations on you to handle personal data processed as part of your studies are in line with the **University's Data Protection Policy**. The University's Privacy Notices explains what happens to any personal data you provide to the University or that the University collects from you (including your data subject rights) and the University's Graduation Ceremonies Privacy Notice which concerns the live streaming of graduation ceremonies at the University.

s. The University's rules regarding the use of University's computer systems and networks, laptop loans and copyright as set out in the **rules and regulations and policies in the "IT" section** on the Student Contract page.

t. The University's **Intellectual Property Policy** which sets out the arrangements in place at the University for dealing with intellectual property ("**IP**"), including the revenue share provisions which explain how the University will usually share any revenues created from the exploitation of IP with the person who created the IP.

u. The University's **Student Complaints Procedure** which sets out the process for students to raise their dissatisfaction with any aspect of their student

experience. Once all the University's Student Complaints Procedure stages are completed, then students are able to request that the sector ombudsman, the Office of the Independent Adjudicator (OIA), conducts an independent review of any complaint you may have in certain circumstances (further information can be found on the OIA website). In addition, you may have rights of redress under consumer protection law.

v. The University's **Assessment and Feedback Policy** which supplements and expands upon the information and requirements set out within the University's Academic Regulations in respect of assessments.

w. The University's **Academic Appeals Procedure,** which sets out the processes for students to appeal their academic marks or a decision made about your progression.

x. The University's approach to **sexual misconduct and harassment**, details of which can be found on the University's webpage dealing with sexual misconduct, harassment, and other harmful behaviours.

y. The University's approach to gender-based violence, details of which can be found on the University's webpage dealing with gender-based violence such as coercive control, stalking, and so-called 'honour-based' abuse.

z. The University's **Safeguarding Policy** sets out the University's serious commitment to safeguarding matters. Safeguarding is everyone's responsibility, and any safeguarding concerns should be raised under the policy. The University will take any necessary action to fulfil any safeguarding responsibilities it has.

aa. The University's **Code of Practice on Freedom of Speech** sets out the University's commitment to promote and secure freedom of speech and academic freedom within the law.

bb. The University's general expectation that its property, estates and facilities will be used for purposes directly related or linked to your studies or research and any non-academic or research purposes will only be carried out with prior written consent of the University. Students will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.

DISABILITY SUPPORT AND REASONABLE ADJUSTMENTS

20. The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate

individual needs. Further information can be found in the University's **Student Disability and Mental Health Policy**. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. You should be aware that this policy is generally reviewed annually and any update will be published on the Student Contract page as soon as they are available.

21. The University therefore strongly encourages individuals to share their disability and support needs and engage in any necessary discussion or health assessments as required by the University at the earliest opportunity. Early sharing of disability information during the admissions process means the University is more likely to be able to implement support before an individual's arrival at the University. Where individuals do not share information regarding their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after an individual arrives at the University and begins their course.

22. There may be exceptional circumstances where an individual:
    - may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
    - is unable to undertake a course for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.

    Such cases will be assessed by the Student Inclusion Team and relevant school on a case-by-case basis.

23. Please note, students on courses subject to PSRB requirements are required to share any disability which may impact their ability to complete the course and be fit to practice on completion of their studies. Offers for these courses are conditional upon a satisfactory Occupational Health assessment and on the University being satisfied that, with reasonable adjustments, you will be able to meet all relevant academic, practical and professional competence standards. For PSRB courses with a mandatory placement element, students are strongly encouraged to notify the University at the earliest opportunity if they have a disability requiring reasonable adjustments in the placement setting. This will help the University to try to find suitable placements and avoid delays in securing a placement provider in so far as is possible.

STUDENTS SUBJECT TO IMMIGRATION CONTROL

24. If you are an international student, in most cases you will need a Student visa to study on campus at the University. Further information about visas can be

found on the Government's Study in the UK website and on the University's Getting Your Visa webpage. You will also be subject to any relevant policies and procedures applicable to international students issued from time to time by the University's UKVI Compliance team and CAS Team, for example in relation to your Confirmation of Acceptance of Studies. The University's CAS Issuing Policy can be found on the Getting Your CAS webpage.

25. As a student studying with a Student visa if you require an Academic Technology Approval Scheme (ATAS) certificate, you will need to ensure that you have obtained this before your CAS will be issued. Failure to have your ATAS certificate (if applicable) at the time of your visa application can lead to a visa refusal.

26. Most visas, including Student visas, will have work conditions attached to them. It is your responsibility to comply with the terms and conditions of your visa. During term-time, undergraduate students and postgraduate taught students studying in the UK on a Student visa may only work for a maximum of 20 hours per week (irrespective of whether you have scheduled study dates). Different rules apply to doctoral research degree students and students on any courses below degree level (such as foundation courses or pre-sessional English courses); more information can be found on the University's Working During Your Studies webpage.

27. If you are found to be in breach of your visa conditions, the University will withdraw you from your course and report the breach to the Home Office. In addition, as a Student Route visa holder, if you are found to pose a risk to the University's Sponsor License, the University reserves the right to withdraw you from your course and report this to the Home Office with immediate effect.

28. If your visa is revoked for any reason, the University reserves the right to withdraw the offer made and/or terminate its contract with you.

29. As an international student studying under the Student Visa Route, you will be subject to the attendance monitoring process set out in the **Student Attendance and Engagement Policy: International Students**. You may also be subject to additional attendance requirements to ensure that the University can meet its legal obligations and that you fulfil the conditions of your visa. If you have low levels of attendance and engagement, then the University may withdraw you from your course and report the breach to the Home Office.

30. As a student subject to immigration control while in the UK, it is your responsibility to ensure that you have valid leave throughout your period of study at the University. To ensure ongoing adherence with its legal responsibilities, the University reserves the right to ask you to present your evidence of immigration leave and/or right to study in the UK at any point during your studies. Failure to provide such evidence within a reasonable period of time may result in the University terminating its contract with you and if you are on a Student visa, notifying the Home Office of your withdrawal.

CHANGES TO ACADEMIC REGULATIONS AND OTHER RELEVANT POLICIES AND PROCEDURES

31. The University reserves the right to add to, delete or make reasonable changes to the **Academic Regulations** and all other relevant policies and procedures where in the opinion of the University this will assist in the proper delivery of education, or if they are required for compliance with applicable law, to promote or deliver the University's health, safety and wellbeing obligations, or to enable the University to comply with its contractual and legal obligations to its students, or in the event the University reasonably believes the change will enhance a student's experience whilst at the University.

32. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, and/or offering reasonably appropriate options and/or remedies to the students materially affected by the changes and/or by phasing in the changes, if appropriate.

    Changes are usually made for one or more of the following reasons:

    a. To review and update the **Academic Regulations** or other relevant policies and procedures to ensure they are fit for purpose;

    b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to Government policy, requirements or guidance;

    c. To incorporate sector guidance or best practice;

    d. To incorporate feedback from students; and/or

    e. To aid clarity or consistency of approach.

33. The updated versions will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

EVENTS OUTSIDE OF OUR CONTROL

34. Sometimes circumstances beyond the reasonable control of the University that

could not have been prevented even if the University had taken reasonable care ("**Events Outside of Our Control**") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other facilities and services as described.

35. Examples of Events Outside of Our Control include (but are not limited to):
    a. Power failure;
    b. Acts of God;
    c. Fire or flood;
    d. Acts of terrorism, war, epidemic, pandemic or national emergency;
    e. Damage to buildings or equipment;
    f. The acts or delays of any Governmental or local authority;
    g. Industrial action by third parties;
    h. The unanticipated departure or absence of key members of University staff;
    i. Withdrawal, revocation or cancellation by any Government or local authority of any licence, permission or authorisation granted to the University; and/or
    j. Where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
36. In the case of an Event Outside of Our Control, the University will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those affected applicants or students, by, for example:
    a. offering the opportunity where possible to move to another course;
    b. delivering a modified version of the same course;
    c. deferring the start date of the course;
    d. delivering the course and/or services and/or other facilities in a different way, including changing their location (including online if necessary) or providing alternatives where possible; and/or
    e. assistance to transfer to complete the course at another institution.

37. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and our **Student Protection Plan** will apply (**please note that this policy may be reviewed and the name may be updated prior to September 2027**). Alternatively, you may make a complaint under the **Student Complaints Procedure**.

38. Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of this contract nor for continued compliance with the contract including the

provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

COURSE CHANGES

39. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description applied to it for the academic year in which you began the course. However, the University will be entitled to make reasonable changes to the course where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. Reasons for such changes may include:

    i. to ensure that the University is continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
    ii. to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
    iii. to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
    iv. in response to relevant professional or accrediting body requirements or guidance.

40. Such changes may be to:

    a. The content and syllabus of courses, including in relation to placements;
    b. The timetable, location and number of classes;
    c. the structure and/or timing of the academic year;
    d. the method of delivery of courses, services and facilities; and/or
    e. The examination and assessment process.

41. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University makes changes to your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course (for which you have the requisite qualifications) or, if required, offered reasonable support to transfer to another provider.

42. In exceptional circumstances, the University may discontinue a course or decide not to run a course in a particular academic year where the numbers recruited to it are so low that it is not possible to deliver an appropriate quality of education. In such circumstances, the University will use its reasonable endeavours to assist you to transfer to an appropriate alternative course or to another institution.

43. If you withdraw from the course as a result of a change then you may be entitled to a full or partial refund of tuition fees you have paid and/or further compensation depending on the circumstances, in accordance with the **Student Protection Plan**.

44. If you agree to transfer to such other course as may be offered to you by the University (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original course for which you applied. Any fees you have paid that are deemed refundable from the original course will be transferred to the new course in accordance with any applicable rules under the **Student Protection Plan**.

EXCLUSIONS AND LIMITATIONS OF UNIVERSITY LIABILITY

45. Nothing in these Terms and Conditions seeks in any way to exclude or limit the University's liability for:

    a. Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

    b. Fraud or fraudulent misrepresentation; and/or

    c. Any other liability the University is not lawfully permitted to exclude.

46. Students are responsible for taking reasonable care of their personal property. The University does not accept responsibility for and expressly excludes liability to the fullest extent possible under applicable law for any loss of or damage to students' property and for the consequences of any such damage that are not the result of the actions of the University or its staff.

47. Subject to Clause 45, the University will only be liable to you for loss or damage you suffer that is a foreseeable result of the University's breach of the contract with you or if the University fails to carry out its obligations under the contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within the University's control. The University will not be liable for losses or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of the University's breach of the contract or if they were contemplated by you and the University at the time the University and you entered into the contract. The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third

party.

CANCELLATION AND TERMINATION RIGHTS

48. New students have a statutory right to cancel this contract within 14 days without giving any reason. The statutory cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

49. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. by email). You may use the model Cancellation Form at Annex 1 of this document, but you do not have to do so. Alternatively, you can send an email to admissions@bcu.ac.uk or for international students please email international.admissions@bcu.ac.uk, or for doctoral research degree students, please email research.admissions@bcu.ac.uk.

50. Applicants who have applied via UCAS and who make use of the "self-release" option to withdraw from the University will be treated as having cancelled their place under Clause 49, including cases where the applicant has not informed the University directly of their decision to cancel.

51. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel within the 14-day cancellation period referred to above.

52. If you cancel your place within the 14-day statutory cancellation period any tuition fees and deposits already paid will be returned as set out above, **unless the course has already started**. If your course is due to begin within 14 days from the date that you accept your offer of a place at the University (e.g. if you have applied through Clearing) then, by accepting your offer, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to cancel the contract within the statutory cancellation period, you may be liable to pay a proportion of tuition fees to cover the period from the commencement of the University's service to you. For more information on your rights to cancel and refunds, please see the **Tuition Fee Payment Policy**.

53. If you cancel this contract as set out above, the University will reimburse to you all payments received from you with the exception of an element of the Confirmation of Acceptance for Studies deposit paid by international students, please refer to the **Tuition Fee Payment Policy** for further details. If you have paid the University through one of the online payment options then the reimbursement can be made without undue delay and will always be paid back to the original source you paid your tuition fees from. This will be no later than 14 days after the day on which the University is informed about your decision to cancel this contract and that cancellation is processed. If you made a payment directly into the University bank account, the refund will be processed and actioned within 14 days, but depending on who you bank with,

can take as much as 90 days for it to arrive into your bank account. Please see the **Tuition Fee Payment Policy** for further details.

54. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, the University will not deduct any bank charges or transfer fees incurred during the banking process of reimbursing you. Your own bank may charge a fee for receiving a bank transfer, but the amount of the possible fee depends on your bank and any intermediary bank they may use. If you are in any doubt, then you may want to enquire at your own bank directly.

55. You also have the right to cancel the contract within 14 days from the day your course starts. If you cancel during this period, the University will reimburse to you all payments received from you with the exception of a portion of the Confirmation of Acceptance for Studies deposit paid by international students, as further detailed in the **Tuition Fee Payment Policy**.

56. Cancellation after this period means you will be liable to pay a portion of your tuition fees, as set out in the **Tuition Fee Payment Policy.**

APPRENTICESHIPS

57. Apprenticeships adhere to the University's **Academic Regulations** for University awards offered as part of apprenticeship training. However, where the Department for Education ("**DfE**") / Department for Work and Pensions ("**DWP**") regulations specify an alternative requirement for apprenticeship training management and documentation, the requirement under the DfE/DWP regulations will take precedence over the University's **Academic Regulations**. Documentation may also be put in place and signed with an apprentice's employer. If you are studying at the University as part of your apprenticeship with an employer, it is important to note that the following provisions of these Terms and Conditions will not apply to you as an apprentice:

    a. The provisions on the Payment of Fees set out in Clauses 9 to 15. As an apprentice you are not personally responsible for the payment of your tuition fees or any other fees relating to your apprenticeship.

    b. Clause 19(b), the University's general rules regarding the University's expectations with regards to student attendance as set out in the **Student Attendance and Engagement Policy: Home Students** and the **Student Attendance and Engagement Policy: International Students.** For apprentices, there are separate rules set out in **Apprenticeship Attendance and Engagement Policy** which must be adhered to, and the consequences of non-adherence are detailed in that policy.

c. Clause 19(f) which states that in the event that a student repeats a stage of study, a semester of study or a module, as set out in the Academic Regulations, then you will be required to pay the relevant fee for that repeat stage, semester or module. As an apprentice you are not personally responsible for the payment of your tuition fees or any other fees relating to your apprenticeship.

d. Clause 19(j) which refers to the University's rules regarding payment of sums due to the University under the Tuition Fees Payment Policy and states that you remain responsible for the payment of your tuition fees at all times. As an apprentice you are not responsible for the payment of your training fees or any other fees relating to your apprenticeship. However, you should be aware that the University may terminate the student contract and withdraw you from your studies if you are not eligible for, or are no longer entitled to, apprenticeship funding in accordance with DfE/DWP regulations.

e. Clauses 48 to 56 which refer to cancellation and termination rights are different for apprentices and will be set out in the relevant training plan and agreements.

f. The University's rules regarding break in studies do apply generally, but as an apprentice you may request a Break in Learning at any point during the apprenticeship programme in accordance with DfE/DWP regulations. The rules around break in learning for apprentices are set out in more detail in the Apprenticeships Handbook which is currently being reviewed and developed.

DATA PROTECTION

58. As part of your application process the University told you how the University would use your personal data (being any information which relates to or identifies you personally as an individual) including your sensitive personal data (which is called special category data in the law), in order for the University to process your application and for related purposes including compliance with applicable law. Your personal data, including special category data, will be used, stored, processed and in some cases disclosed to third parties, by the University. For further information, please see the University's Data Protection Policy and Appropriate Policy Document as well as the privacy notices, in particular the Privacy Notice for Enquirers, Applicants and Students. Please note, that the University reserves the right to update its Data Protection Policy and Appropriate Policy Document and the privacy notices, so it is important that you check the policy on the University's website regularly and particularly prior to your enrolment and registration at the University.

59. There may be other circumstances (e.g. when you use specific services and/ or facilities offered by or in conjunction with the University), where a different or an additional data protection policy may apply. You will be notified about any other uses of your personal data if an additional or different policy or

procedure will apply.

COMPLAINTS

60. Complaints relating to admissions will normally be dealt with informally in the first instance and should be addressed to the Admissions Team at admissions@bcu.ac.uk or for international students international.admissions@bcu.ac.uk or for doctoral research degree students research.admissions@bcu.ac.uk

61. The University has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints about the University's services.

62. If you remain unhappy with the outcome following completion of the University's complaints procedure, you may be able to complain to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk.

GENERAL

63. The University's business address and address for the service of documents is Curzon Building, 4 Cardigan Street, Birmingham, B4 7BD, United Kingdom.

64. All courses described as being delivered by Birmingham City University include those provided or delivered by the University and by companies within the Birmingham City University group of companies, including BCU Enterprise Limited (company number 02416968) and Technology Innovation Centre (company number 03196819).

65. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

66. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and you and the University agree to submit to the exclusive jurisdiction of the courts of England and Wales.

67. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

68. If you breach these Terms and Conditions and the University chooses not to exercise any rights it may have against you as a result of that breach, the

University has not waived its entitlement to take action against you in the future in respect of any other breaches by you of these Terms and Conditions.

If you have any queries about these Terms and Conditions, please contact the Admissions team at admissions@bcu.ac.uk or for international students international.admissions@bcu.ac.uk or for doctoral research degree students research.admissions@bcu.ac.uk

ANNEX 1

Cancellation form

Please fill out this form and send by post addressed to:
Admissions
Birmingham City University
Joseph Priestley Building
6 Cardigan Street
Birmingham
B4 7BD

Or send by email to admissions@bcu.ac.uk or for international students international.admissions@bcu.ac.uk or for doctoral research degree students research.admissions@bcu.ac.uk.

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in [(Month)] [(Year)].

Name of student:	
Student number:	
Course title:	
Date you accepted your offer:	
Reason for cancellation: (optional)	
Address of student:	
Signature of student:	
Date:	