

## **Birmingham City University**

### **Terms and Conditions for Taught Students – Effective from 2019/20**

When you accept an offer of a place to study at Birmingham City University ('the University'), 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 of the contract which are set out below.

#### **Which documents form the Contract?**

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

- Your offer letter;
- These terms and conditions (available on the [Student Contract page](#) and provided with your offer letter);
- Your course information set out in the Course and Module Templates (available on your course page);
- Academic Regulations for Taught awards (available on the [Student Contract page](#) and provided with your offer letter);
- All other relevant policies and procedures (available on the [Student Contract page](#) and signposted in your offer letter).

(All of the above online documents are available in pdf. The documents applicable to your cohort of study will not be displayed permanently so you are advised to download and save the documents referred to in the offer letter.)

#### **What Conditions apply to the Offer?**

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 and original qualifications at point of registration. All applicants are required to upload GCSEs (or equivalent) to the Applicants Portal and A-levels (or equivalent) where these are not received from UCAS.
4. The academic conditions applicable to the offer of a place are set out in the offer letter. For some courses, non-academic conditions will also apply and will be confirmed in the offer letter and/or on the course page.
5. Please note that the status of an offer eg 'Conditional' or 'Unconditional' refers to the academic conditions only. Non-academic conditions such as the requirement for applicants on courses subject to PRSB requirements to obtain an Enhanced Disclosure & Barring Service check and/or a satisfactory Occupational Health report apply to all offers irrespective of their status eg whether it is a Conditional or an Unconditional offer.
6. When making an offer to you, the University will require you to declare whether you hold any relevant unspent convictions. Relevant convictions are only those convictions for offences against the person, whether of a violent or sexual nature, 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.

7. Where you declare relevant unspent convictions, the University may require further information to assess any risk you pose to the University community. All offers are conditional upon the University being satisfied with the information provided. Where the University is not satisfied and therefore considers you unsuitable to join the University community based on the risk you pose, the University will withdraw the offer/terminate the contract. Alternatively, the University may allow you to enrol subject to conditions such as you being unable to live in University accommodation. This paragraph does not apply to students studying on courses subject to PSRB requirements who are already required to obtain an Enhanced Disclosure & Barring Service Check.
8. Applicants are free to voluntarily disclose relevant unspent convictions in advance of offer stage if they wish. To do so, they should contact the Criminal Convictions Officer in confidence at [criminalconvictions@bcu.ac.uk](mailto:criminalconvictions@bcu.ac.uk).
9. All academic conditions of offer for Undergraduate courses must be satisfied (by providing evidence of the relevant qualifications to the University) by no later than **31 August 2019** otherwise the offer of a place will no longer stand. The University has discretion to extend this deadline but where the deadline is extended post 31 August 2019, the University can withdraw the offer at any time without prior notice (normally because the course has become full). The deadline for International students is the start date of the course unless otherwise confirmed.

### Payment of fees

10. The level of fees for your course will be confirmed in your offer letter and on your course page which can be found [here](#).
11. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
12. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either
  - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
  - you have been awarded a scholarship which will be deducted from the full fee amount spread over the year.
13. 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 or as soon as possible thereafter. Applications to Student Finance England are required to be made every year in advance. Please note there is a deadline for applications.
14. If you are self-funding and have to pay your own fees, payment can be made via the online portal by credit or debit card online. Evidence of nationality will be required.
15. The University reserves the right to amend your offer in relation to the fees payable or withdraw the offer/terminate the contract where you have assessed yourself incorrectly for the purposes of fee status.

### Communications to and from the University

16. On 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. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

### **Important terms within the Academic Regulations and other relevant Policies & Procedures**

17. By accepting the offer of a place at the University you agree to comply with the provisions of the University's Academic Regulations and all other relevant Policies and Procedures that apply to enrolled students from time to time.
18. Key provisions of which you should be aware include:
  - (a) the University's expectations as regards student attendance, academic due diligence, and academic progress as set out in the **Academic Regulations**. Failure to meet these expectations may mean that you are not permitted to progress on your course. You should note the requirement to swipe your ID card on entry to all timetabled sessions. The failure to do so will be recorded as a non-attendance which will contribute to your overall attendance rate. It is your responsibility to ensure you swipe your own card at every session you attend and any misuse of the system (such as swiping other students' cards) will be treated very seriously and dealt with under the Student Disciplinary Procedure.
  - (b) the University's expectations with regards to engagement with your studies as set out in the **Academic Regulations**. Action may be taken against you should you fail to meet those expectations, including, ultimately, withdrawal from your course.
  - (c) the University's rules regarding temporary withdrawal which can be found in the **Academic Regulations**. Students studying Taught awards may return to study at two set points in the year namely at the start of semester 1 or at the start of semester 2.
  - (d) The University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the University's **Student Disciplinary Procedure**. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
  - (e) the University's rules regarding payment of sums due to the University, which can be found in the University's **Finance Policies**. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
  - (f) the University's expectations of student behaviour, as set out in the University's **Student Disciplinary Procedure**. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
  - (g) 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.
  - (h) the University's rules governing **fitness to practise** and PRSB requirements 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 expulsion from the University.
  - (i) the requirement that applicants to courses subject to PRSB requirements undergo an enhanced Disclosure and Barring Service check before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. 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.

- (j) the obligation to notify the University immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course or if your circumstances in relation to paragraphs 15(h) and/or 15(i) change.
- (k) the University's **Student Protection Plan** and **Refund & Compensation Policy for Course Closure** which applies in exceptional situations where the University is forced to close a course without providing the remainder of the course to current students eg 'teaching out' the course. In these rare circumstances, the Student Protection Plan will be triggered. The Refund & Compensation Policy is an annex to the Student Protection Plan.
- (l) the University's **Privacy Policy Statement** which explains what happens to any personal data you provide to us or that we collect from you.

### **Disability and Reasonable Adjustments**

- 19. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. Students on courses subject to PRSB requirements are required to notify any disability which may impact on their ability to complete the course and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment.
- 20. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University.

### **Visa Requirements for Overseas Students**

- 21. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at <http://www.bcu.ac.uk/international/visa>.
- 22. If you require an Academic Technology Approval Scheme (ATAS) certificate, you will need to ensure you have obtained this before making your visa application. Failure to have your ATAS certificate (if applicable) at the time of your visa application, can lead to a visa refusal.
- 23. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. During term-time you may only work for a maximum of 20 hours per week (irrespective of whether you have scheduled study dates).
- 24. If your visa is revoked for any reason, the University reserves the right to withdraw the offer and/or terminate its contract with you.

### **Changes to Academic Regulations and other relevant Policies and Procedures**

- 25. 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. 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.

26. 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, or by phasing in the changes, if appropriate.

27. 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.

## **Disclaimers**

28. The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University may mean that it cannot provide such educational services. Examples of such circumstances include:

- (a) power failure;
- (b) acts of God;
- (c) fire or flood;
- (d) acts of terrorism, war or national emergency;
- (e) damage to buildings or equipment;
- (f) the acts of any governmental or local authority;
- (g) industrial action by University staff or third parties;
- (h) the unanticipated departure or absence of key members of University staff; or
- (i) 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.

29. In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

30. In exceptional circumstances where the University is forced to close a course without providing the remainder of the course to current students eg 'teaching out' a course, the University's Student Protection Plan and Refund & Compensation Policy for Course Closure will apply.

31. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin 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. 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 timing, content or method of delivery of courses of study; and
  - (d) the examination and assessment process.
32. In making any changes under paragraph 31, 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 changes 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 and, if required, reasonable support to transfer to another provider.
33. The University does not exclude or limit in any way its 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.
34. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## **General**

35. 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 Birmingham City University Enterprise Ltd, Technology Innovation Centre and Technology Innovation Centre Commercial Ltd.
36. 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.
37. The contract between you and the University shall be governed by and construed 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.
38. 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.

## Cancellation Rights

### RIGHT TO CANCEL

39. New students have a statutory right to cancel this contract without giving any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the University. The second cancellation period will expire 14 days after initial enrolment.
40. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. Alternatively you can send an email to [admissions@bcu.ac.uk](mailto:admissions@bcu.ac.uk) or for international students please email [international.admissions@bcu.ac.uk](mailto:international.admissions@bcu.ac.uk).
41. 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 periods referred to above.

### EFFECT OF CANCELLATION

42. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
43. 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, you will not incur any fees as a result of the reimbursement.

### COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

44. If your course is due to begin within 14 days from the date you accept the offer of a place at the University and/or the date you enrol (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place or by enrolling, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the **Tuition Fee Adjustment and Credit for Taught Awards Policy** which can be found on the [Student Contract page](#).

## MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to

Admissions  
Birmingham City University  
University House  
15 Bartholomew Row  
Birmingham  
B5 5JU

Or send by email to [admissions@bcu.ac.uk](mailto:admissions@bcu.ac.uk) or for international students [international.admissions@bcu.ac.uk](mailto:international.admissions@bcu.ac.uk).

I hereby give 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: