

Birmingham City University

Terms and Conditions – Effective from 2017/18

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 following terms and conditions, which form part of the contract between you and the University:

Payment of fees

1. The fees for your course will be as set out for your individual course and can be found at <http://www.bcu.ac.uk/courses>.
2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
3. 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 full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.
4. 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.
5. If you enrol on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
6. If you are self-funding and have to pay your own fees, payment can be made in various ways as set out in the Fee Payment policies above.

Accuracy of information

7. 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.
8. 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.
9. The University requires all students to provide proof of identity and qualifications at point of registration.

Communications to and from the University

10. 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.

University Regulations

11. By accepting the offer of a place at the University you agree to comply with the provisions of all the University's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time ("the Regulations"). The core Regulations can be found here <http://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures>.
12. Key provisions of the Regulations 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 Regulations for the level of your programme of study. Failure to meet these expectations may mean that you are not permitted to progress on your course.
 - (b) 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 Discipline Procedure which can be found at <http://www.bcu.ac.uk/Download/Asset/bae7ded0-f670-e511-80ce-005056831842>. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
 - (c) the University's rules regarding payment of sums due to the University, which can be found in the University's Finance Policies which can be found at <http://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/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.
 - (d) the University's expectations of student behaviour, as set out in the University's Student Discipline Procedure, which can be found at <http://www.bcu.ac.uk/Download/Asset/bae7ded0-f670-e511-80ce-005056831842>. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
 - (e) 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.
 - (f) the University's rules governing fitness to practice and professional standards which can be found at <http://www.bcu.ac.uk/Download/Asset/6d547387-f165-e511-80ce-005056831842>, 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.
 - (g) the requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.
 - (h) 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 12(f) and/or 12(g) change.
 - (i) the University's rules regarding withdrawal and interruption of studies, as set out in the University's Student Withdrawal and Interruption of Studies Policy. This sets out circumstances whereby the University can withdraw you from study at the University,

which includes but is not limited to failure to attend and engage in your programme of study.

Changes to University Regulations

13. The University reserves the right to add to, delete or make reasonable changes to the Regulations 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 Regulations 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.
14. 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 to Regulations before they take effect, or by phasing in the changes, if appropriate.
15. The updated Regulations 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.

Disability and Reasonable Adjustments

16. 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 regulated, vocational programmes are required to notify any disability which may impact on their ability to complete the programme and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your programme. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University.

Disclaimers

17. 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. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:
 - (a) industrial action by University staff or third parties;
 - (b) the unanticipated departure or absence of key members of University staff;
 - (c) power failure;
 - (d) acts of terrorism;
 - (e) damage to buildings or equipment;
 - (f) the acts of any governmental or local authority; or

- (g) 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.
18. 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.
19. 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.
20. 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 programmes, including in relation to placements;
 - (b) the timetable, location and number of classes;
 - (c) the timing, content or method of delivery of programmes of study; and
 - (d) the examination and assessment process.
21. In making any changes under paragraph 20, 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.
22. 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.
23. 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.

Visa Requirements for Overseas Students

24. 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>.
25. 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.

26. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

General

27. 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.
28. 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.
29. 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

30. 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.
31. 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 or for international students please email international.admissions@bcu.ac.uk.
32. 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

33. 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.
34. 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.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

35. If you cancel the contract after the statutory cancellation period has expired but within two weeks of the course start date, the University will reimburse to you all payments received from you. This does not apply if you are charged on a module by module basis.
36. If you cancel the contract after the statutory cancellation period has expired or outside the period which is two weeks from the course start date, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the Credit and Refunds Policy which can be found at <http://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/finance-policies>.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

37. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, 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 Credit and Refunds Policy which can be found at <http://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/finance-policies>.

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to

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

Or send by email to admissions@bcu.ac.uk or for international students 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:

Address of student:

Signature of student:

Date