

## **BIRMINGHAM CITY UNIVERSITY**

### **Rules and Regulations**

As a student you are required to accept the following rules and regulations:

#### **1. Computing Facilities**

##### **Conduct and Use of Computer Systems and Networks at Birmingham City University**

1. Computer systems and networking facilities shall be used only for work and activity approved by the University.

##### **2. Access**

2.1. No attempt shall be made to access University systems, networks or databases unless legitimate authorisation has been granted.

3. No attempt shall be made to access the systems and networks of other establishments either within the United Kingdom or elsewhere unless:

3.1. The service required is a public or open access facility.

3.2. Authorisation has been obtained from the system/network service provider.

##### **4. Usage**

4.1. Systems and networks are not to be used for commercial purposes, nor to obtain external funding unless written permission has been obtained from the Chief Information Officer.

4.2. Computer systems and networks shall not be used to engage in any activity liable to cause offence or to obstruct other users of Birmingham City University systems or users elsewhere. This includes the deliberate introduction of viruses into University systems and networks.

4.3. Computer systems and networks may not be used to access, display, print or distribute slanderous, libellous or knowingly untruthful information or material of an illegal nature.

4.4. Copyrights and intellectual property rights must be respected by all Birmingham City University computer system users and used only in accordance with the copyright protection conditions set out below.

## 5. Protection of Copyright

5.1. The users of any Software, Computer Readable Dataset, Courseware, Media such as but not limited to; Music, Film, Television or Radio Broadcast or any other similar material, hereafter referred to as "the material" shall:

5.1.1. Ensure that all the requirements of the agreements, contracts and licences under which the material is held by Birmingham City University will be maintained (Copies of the relevant agreements, contracts and licences may be seen by application to the Faculty / Department / Central Service which made the material available);

5.1.2. Adhere to the regulations governing the use of any service involved in the provision of access to the material whether these services are controlled by Birmingham City University or by some other organisation;

5.1.3. Not remove or alter the Copyright Statement on any copies of the material;

5.1.4. Ensure the Security and Confidentiality of any copy released to the user(s) and not make any further copies from it or knowingly permit others to do so, unless permitted to do so under the relevant licence;

5.1.5. Use the material only for purposes defined, and only on computer systems covered, by the agreement, contract or licence;

5.1.6. Only incorporate the material, or part thereof, in any work, program or article produced by the user(s) where this is permitted by the licence or by "Fair Dealing".

Fair Dealing means that an individual, or a friend or colleague of the individual, if sued for infringement, has as his/her defence the argument that he/she made the copy (or copies) of not too substantial a part of the literary work and that the copying did not damage the legitimate interests of the copyright owner. The legislation gives specified purposes where Fair Dealing applies, e.g. private research, commercial research, private study, criticism and book reviewing, reporting current events and educational purposes.

5.1.7. Only incorporate some part or version of the material in any work produced by the user(s) with the express permission of the Licensor or unless this is permitted under the agreement;

5.1.8. Not reverse engineer or decompile the software products or attempt to do so unless this is explicitly permitted within the terms of the agreement for the use of the material;

5.1.9. Return or destroy all copies of the material at the end of the module / unit / programme/year or when requested to do so.

5.2. The unauthorised usage, copying or distribution of any material in breach of copyright or licensing agreements may result in disciplinary action and may be reported to the relevant authorities.

6.1. A password is the personal property and responsibility of the individual to whom it is issued. When issued with a password allowing access to information on systems and networks, a user may not divulge such password information to any other person whomsoever.

6.2. Computer systems and networks which are used to hold personal information which is subject to the Data Protection Act, should not be set up without prior authorisation from the University Secretary.

7 The University is not responsible for students own data and students should maintain their own backups. Although, the University will attempt to restore lost data it will not be held responsible if unable to do so.

Failure to comply with the conditions of the University's Information Security Policy and Code of Conduct may result in suspension or withdrawal of access to University computer systems and network facilities and may also render the user liable to disciplinary proceedings.

The wording of section 5.1 has been derived from the CHEST (Combined Higher Education Software Team) Code of Conduct (Copyright Acknowledgement). The University has also sought assistance from CHEST in the clarification of the term "Fair Dealing". The following clarification of "Fair Dealing" has been recommended by CHEST and accepted by the University. In providing this clarification CHEST acknowledge their debt to the work by Professor Charles Oppenheim entitled "The Legal and Regulatory Environment for Electronic Information" from which this clarification has been derived.

## 2. Library and Learning Resources

### 1. The Regulations

The regulations are intended to enable the best use and fairest distribution to be made of Birmingham City University's library resources.

### 2. Access to library facilities

#### 2.1 Library card

Your University ID card is the key to accessing library services. It is your personal property and responsibility. You may not allow any other person to use your card. You will be held responsible for all items borrowed with your card even if they were borrowed by or on behalf of another user. Should your card be used by anyone other than yourself to gain access to the Library, the card will be held by the Library until you claim it.

If your card is lost or stolen you should inform Library and Learning Resources immediately. You will be held responsible for material borrowed on the card until Library and Learning Resources is informed officially.

**You must carry your University ID card with you at all times and be prepared to show it on request.** Services may not be provided without it.

Acceptable alternatives must include:

- Two official proofs of name with at least one of these providing proof of address.
- One form of ID with photograph.

## **2.2 Access to Reference and Borrowing facilities**

2.2.1 All current members of the University may use the libraries for reference and study. Members of the public may also use the libraries for reference and study for an annual subscription on application to the Director of Library and Learning Resources.

2.2.2 All current members of the University, whether staff or students, full or part-time, are entitled to borrow from the libraries.

2.2.3 Members of the public may only borrow material if they enrol as External Library User and pay an annual subscription.

2.2.4 Borrowing rights will also be available to teaching staff and research, postgraduate, part-time, distance and placement students from other Universities and reference access for full time students as defined in the SCONUL Access Scheme. All SCONUL Access students are required to register with the libraries.

## **2.3 Electronic Information Services**

The Library catalogue is available without restriction. Only current members of the University have access to our full range of electronic resources

## **2.4 University Network**

All users of network information must abide by the rules set out in the "Conduct of Use of Computer Systems and Networks of Birmingham City University". \*(see above)

## **3. Conduct in the library**

3.1 Library staff have authority to maintain good order in the library. If you behave in an unacceptable manner, or infringe the regulations, the Director of Library and Learning Resources may exclude you from the library or suspend you from its use.

3.2 You are required to treat the library environment with respect and the library staff and other users with respect and courtesy. Should any incident be reported, Library and Learning Resources may pursue the matter under the University Student Disciplinary procedures. You may be excluded from the Library whilst this process is underway.

3.3 You should observe silence and quiet group working in appropriate designated areas.

3.4 You are not permitted to smoke in the Libraries.

3.5 Only drinks in sealed containers and cold snacks may be consumed in the libraries. No hot food is permitted. All rubbish must be placed in the bins provided.

3.6 You should switch your mobile phones to silent at all times. Allowing a mobile phone to ring and/or holding a phone conversation outside designated areas is not permitted in the Libraries.

3.7 You may bring children (under 18) into any of the University Libraries. However you must supervise them at all times to ensure their safety and to prevent other users being disadvantaged. In addition, children are not allowed to use Library PCs.

## **4. Library users' personal property**

4.1 Neither Library and Learning Resources nor the University accepts responsibility for the loss of any personal property left in the libraries.

4.2 You may not leave property on chairs and tables to reserve a place in your absence. Any such property may be removed by University staff to make room for other Library users.

## **5. Registration**

If you wish to borrow materials you must provide evidence of your eligibility to do so.

**5.1** Students are automatically registered when they enrol.

**5.2** University staff will automatically register when they are issued with a University ID card.

**5.3** Visiting teaching staff will be required to produce evidence of their post in the University, for example, a letter from their Faculty

**5.4** External Library Users are required to register for either reference only access or to borrow at the Library Help Desks during staffed hours.

## **6. Borrowing**

### **6.1 Borrowing entitlement**

6.1.1 Staff and students may normally borrow up to 20 books at any one time

6.1.2 External borrowers may borrow up to 4 items at any one time.

### **6.2 Recording of loans**

6.2.1 All material borrowed from a University library must be issued and returned via the self-service machines or by a member of Library staff. Receipts, where given, should be retained.

6.2.2 It is an offence to vandalise or to remove library material that has not been issued officially. The following actions may be taken:

- Proceedings under the University Student Disciplinary procedures.
- Prosecution for criminal damage to property.
- Charging for damage caused to publications.

6.2.3 You must return or renew material on or before the date due for return.

6.2.3 It is your responsibility to make certain that material borrowed is returned to the Library.

### **6.3 Period of loan**

6.3.1 Normal loan material is issued to students for four weeks and to members of staff for ten weeks. Music from the Conservatoire Library is issued for one term.

6.3.2 High demand material is restricted to shorter periods of loan.

6.3.3 Fines will be charged if items are not returned by the given due date.

6.3.4 Library materials on loan may be renewed provided the item is not a high demand item or seriously overdue and that it has not been reserved by another library user. You may renew loans in person, via telephone, e-mail or the Library catalogue.

### **6.4 Overdue books**

6.4.1 If you retain overdue items you will be invoiced by the University for the cost of replacing the item.

6.4.2 Library borrowing rights may be withdrawn in certain circumstances, for example, when fines have been incurred or when library material is very overdue. Following the loss of borrowing rights, you will be unable to borrow library materials until overdue items have been returned.

6.4.3 It is a condition of enrolment and re-enrolment that you accept full responsibility for the payment of all fees you incur while registered as a student at the University including Library fees and services. By signing your student declarations you indicated that you accepted this responsibility and agreed to be bound by the University's regulations.

### **6.5 Return of library material at the end of each session**

6.5.1 Term loans must be returned to one of the University's libraries by the end of term.

6.5.2 Library materials may be borrowed for the ensuing summer vacation provided that the borrower is returning for the following session to continue studying on an organised programme.

6.5.3 If you fail to return library materials on completion of the programme, your qualification certificate may be withheld.

## **7. Special categories of material**

7.1 Reference material, including journals and newspapers are for use in the libraries only and are not to be taken away.

7.2 For material in short-term loan or High Demand collections special regulations apply and these are available in the libraries concerned.

## **8. Inter-library loans**

In addition to the general rules governing the loan of library materials, items borrowed from other libraries may also be subject to special conditions imposed by the library which owns them.

## **9. Care of books and other library materials**

You are responsible for all library materials taken out on your ticket. Annotation and marking of library materials is prohibited.

You should report the loss or damage to material at once to the University Library concerned, and you may be asked to pay for the replacement or repair of the item.

## **10. Copyright**

You should ensure that any copying of material done on Library photocopiers is carried out in compliance with current Copyright Acts, the terms of which are outlined alongside all photocopying machines. Users of electronic services should ensure that any material obtained is required solely for their own use for non-commercial research or private study, and they will not supply a copy to any other person.

The amount which may be copied is indicated below:

- one article from any one journal issue or in a set of conference proceedings
- one chapter or up to 5% (whichever is greater) of a book or similar publication
- one poem or short story of up to 10 pages from an anthology
- the report of one case in law reports.
- no photocopying of sheet music is allowed.

Under the EU directive on Copyright any copying for commercial research purposes has been removed from the so called "exceptions to copyright". If you require a copy for research for commercial purposes, you must pay a copyright royalty as well as pay the cost of making a copy.

## **11. Library Closing**

Library and Learning Resources reserves the right to close libraries at times other than those published, for example, in periods of adverse weather conditions.

## **12. Emergency Procedures**

Birmingham City University has established procedures to deal with emergencies. For your own safety and the safety of other clients, please obey instructions issued by Library and Learning Resources staff either face to face or via the public address system.

### 3. Student Identity Cards

#### Use of Your Student ID card

There are some terms and conditions to the use of your student ID card. Please take a few moments to read these as outlined below:

1. The card remains the property of Birmingham City University.
2. The card is valid until the completion of your programme or the date of withdrawal from your programme, whichever is the earlier.
3. The card must be handed to an authorised person\*, on request.
4. The card is your ID card and should be carried with you at all times, on all University Campuses, and produced to confirm your identity at the request of an authorised person\*.
5. Your card is for your personal use only and must not be used by anyone else.
6. Your card must be presented when using the Library.
7. Your card must be displayed when attending an examination in accordance with the University's Academic Regulations and Policies.
8. The barcode printed on the card is issued by the Library and its use is subject to the Rules and Regulations that the Library may impose.
9. You must only use your own card to gain access to areas which are controlled by the Access Management System. Do not allow anyone to follow or tailgate behind you into an access controlled area without using their card. Do not let anyone into an access controlled area.
10. Should you fail to use your card when entering an access controlled area, other areas in the building may become restricted to you and you will experience difficulties when leaving the building.
11. Failure to use your card to gain access through an access controlled area on any 6 occasions within a standard academic year (1 August to 31 July) will result in access being refused and you will be required to purchase a replacement card before entry will be permissible.
12. ID cards cannot be transferred to other students and therefore you must only use your own ID card to record your attendance at University teaching sessions or examinations.
13. If you have opted to become a member of the Students' Union your ID card is also a proof of membership and its use is subject to any Rules and Regulations the Students' Union may impose.
14. You should report the loss or theft of your card immediately to Security Services in order that your card access validations (e.g. Library and building access) can be cancelled.

15. A replacement card can be obtained from Ask upon payment via the BCU Online Store. The store is available 24/7 via the link <http://store.bcu.ac.uk>. Once payment is complete, confirmation of the payment will be sent to iAsk and you will be emailed details of replacement ID card printing locations.
16. Please ensure you have a copy of the e-mail confirmation as proof of payment when you collect your ID card from Ask. The replacement card fee has been set by the University and may be varied from time to time.
17. The full replacement card fee will be charged where cards have been lost, damaged through lack of care or misuse or where you have failed to use your card to gain access in the access managed areas on 6 consecutive occasions.
18. Data recorded on University systems as a result of using the card may be used by the University in accordance with the terms of the Data Protection Act 1998.
19. Misuse of the card may lead to action under the Disciplinary Code of the University.

\*An authorised person may be a member of staff of the University or a colleague who is authorised to act on behalf of the University.

#### 4. Personal Details

It is very important that you enrol under your full legal name. The name you have provided for enrolment will be used for all formal purposes within the University and will be the name recorded on any transcript of results and award certificate issued to you.

If you change your name during your studies it is essential that you contact your Faculty Office so that your University records can be updated. We will not be able to do this without appropriate evidence to confirm your change of name. Your Faculty Office will be able to advise you about the procedure and the evidence we will require.

It is very important that we have your correct address, as you may miss important communications if you fail to tell us you have moved. You are also responsible for notifying the University of any change of term-time or permanent home address after you have enrolled. You can update your address details at any time via the mySRS student portal at <https://icity.bcu.ac.uk/Account/eVisionLogin>.

#### 5. Data Protection

##### **Data Protection Act 1998 – statement to students**

Birmingham City University is a registered Data Controller under the Data Protection Act 1998. The University's Information Manager is responsible for issues relating to Data Protection. However, specific enquiries about student-related data should be made to the Assistant Director, Academic

Services (Registry Services) in the first instance. The University processes personal data relating to students for a variety of purposes. These include:

- registering and maintaining a record of academic achievement;
- the administration of fees and charges, grants, loans, scholarships, bursaries and sponsorships;
- responding to student related enquiries via the University's enquiry management tool;
- library, email and network rights;
- library use and non-use surveys;
- student experience surveys, which may be facilitated by external agencies acting in strict accordance with the Data Protection Act;
- planning and control of curricula and examinations;
- calculation, publication and certification of examination results;
- the organisation of award ceremonies;
- provision of references;
- student welfare, including accommodation and counselling;
- provision of contextual analysis to inform feedback and support to individual students and academic staff;
- research, statistical analysis, management information, statutory returns;
- provision of information to the Students' Union for those students where consent has been obtained;
- information relating to careers and employment opportunities
- marketing and promotional activity.

The University allows access to student data to employees and agents of the University (on a need-to-know basis only). Student information is also disclosed to a variety of third parties or their agents, notably:

- students' sponsors (including Local Authorities)
- Student Finance England
- relevant government departments to whom we have a statutory obligation to release information (including the Higher Education Statistics Agency and Council Tax officers)
- current or potential employers of our students
- current or potential providers of education to our students
- the University's insurers (in the event of a claim)
- organisations responsible for auditing the University
- Electoral Registration officers.

The University reserves the right to retain student data in line with recommendations laid down by the Joint Information Systems Committee. For most data this will be held up to three years after your association with the University had ceased. This data may be used for any of the registered Data Protection Purposes.

N.B. Disclosures to organisations not listed above will be made in specific legitimate circumstances.

The University holds sensitive personal data on race and disability where students have given the information voluntarily, for example via the University's student enquiry management system. This information will be used to compile statistical reports including equal opportunities monitoring. This data may also be used by the University to support its aim of ensuring that all members of the community are given equal access to its programmes and services. The University may initiate programmes in order to progress this aim, and students may be contacted on the basis of this data.

The University's health service may hold confidential data on a student's health where it is necessary to do so. Some details of a student's criminal record may be held where it is necessary for admissions, or for the purpose of determining eligibility to train for a particular profession. The University undertakes to maintain student data in secure conditions and to process and disclose data only within the terms of its Data Protection notification.

### **Enquiry websites**

Any information supplied by you will be processed by the University for a purpose related to your enquiry and in order to deliver the services that you have requested through its website. The information will not be made available to third parties except web service providers acting on the University's behalf and strictly controlled by the terms of data sharing agreements.

Under the Data Protection Act 1998 you have a right to a copy of the current personal information held on you by the University and a right to object to data processing that causes damage and distress. For details of these procedures please contact the Information Management Team on 0121 331 5288. For further information, please see: <https://icity.bcu.ac.uk/Library-and-Learning-Resources/Information-Management/Legal-Compliance/Data-Protection>.

### **Digital Media**

You give permission for digital media, e.g. photographs and video, used to capture student activities to promote your programme in projects and research work carried out by the University.

If you wish to opt out from digital media it is your responsibility to inform your Programme Director (in writing) of your intentions not to take part in digital media within four weeks of your enrolment date.

### **Disclosure of data to the Higher Education Statistics Agency (HESA)**

#### **Student and leavers surveys**

Your contact details may be passed to survey contractors to carry out the National Student Survey (NSS) and surveys of student finances, on behalf of some of the organisations listed below under Purpose 1. These organisations and their contractors will use your details only for that purpose, and will then delete them.

About six months after you graduate, we may contact you to ask you to fill in the Higher Education Statistics Agency (HESA)[1] 'Destinations of Leavers from HE' questionnaire. You may also be contacted as part of an audit to check that we have undertaken this survey properly. We will not give your contact details to HESA.

You may also be included in longitudinal surveys of leavers in the years after you graduate. If so, we will pass your contact details to the organisation that has been contracted to carry out that survey. That organisation will use your details only for that purpose, and will then delete them.

If you do not want to take part in any of these surveys, please let us know.

#### **Submission of your information to HESA**

Every year we will send some of the information we hold about you to HESA ("your HESA information"). HESA is the official source of data about UK universities and higher education colleges. HESA collects, and is responsible for, the database in which your HESA information is

stored. HESA is a registered charity and operates on a not-for-profit basis. HESA uses your HESA information itself for its own purposes.

HESA also shares information from your HESA information with third parties. It may charge other organisations to whom it provides services and data. HESA's use of your HESA information may include linking information from it to other data, as described further below. All uses of HESA information must comply with the Data Protection Act 1998.

### **Sensitive information**

If you give us information about your disability status, ethnicity, sexual orientation, gender reassignment or religion these may be included in your HESA information and used to assist with monitoring equality of opportunity and eliminating unlawful discrimination in accordance with the Equality Act. Some other sensitive information is used to enable research into the provision of fair access to higher education, for example information as to whether you are a care leaver.

If you are enrolled at a higher education provider in England regulated by the Higher Education Funding Council for England your HESA information will include details of any financial support you may receive from us.

Your sensitive information will not be used to make decisions about you.

Your HESA information including linked data is used for four broad purposes:

#### **Purpose 1 - Public functions**

Education statistics and data

Your HESA information is used by some organisations to help carry out public functions connected with education in the UK. These organisations are data controllers in common of your HESA information under the terms of the Data Protection Act <http://ico.org.uk/for-organisations/guide-to-data-protection/keydefinitions/>.

Such organisations include:

- Department for Business, Innovation and Skills
- Welsh Government
- Scottish Government
- Department for Employment and Learning, Northern Ireland
- Higher Education Funding Council for England
- Higher Education Funding Council for Wales
- Scottish Further and Higher Education Funding Council
- Department for Education
- Research Councils
- Education Funding Agency
- National College for Teaching and Leadership
- National Health Service
- General Medical Council
- Office For Fair Access
- Quality Assurance Agency for Higher Education

and any successor bodies.

## Other uses

Your HESA information may also be used by some organisations who are also data controllers in common to help carry out public functions that are not connected with education. Such uses may include the following:

- Measurement of population levels and migration by the Office for
- National Statistics, National Records of Scotland and the Northern Ireland Statistics and Research Agency
- Monitoring of public expenditure by the National Audit Office
- Monitoring of the accuracy of electoral registers by Electoral
- Registration Officials.

## **Purpose 2 - Administrative uses**

Fraud detection and prevention - Your HESA information may be used to audit claims to public funding and student finance, and to detect and prevent fraud.

Previous study - If you are enrolled at an HE provider in England: The Higher Education Funding Council for England (HEFCE) may share your previous education records with us, including HESA information submitted by other institutions, to determine the nature of any prior higher education study, including your current qualifications. This may be used to make decisions about the fees you are required to pay, the support available to you or the availability of a place for you to study with us.

Your HESA information will not be used to make decisions about you other than for those uses outlined under Purpose 2.

## **Purpose 3 - HESA publications**

HESA uses your HESA information to produce and publish information and statistics. This includes some National Statistics publications and online business intelligence and research services. HESA will take precautions to ensure that individuals are not identified from any information which is processed for Purpose 3.

## **Purpose 4 - Equal opportunity, research, journalism and other processing in which there is a legitimate interest**

HESA and the other data controllers in common (see Purpose 1) may also supply information to third parties where there is a legitimate interest in doing so.

Examples of use for this purpose include:

- Equal opportunities monitoring
- Research - This may be academic research, commercial research or other statistical research where this is in the public interest
- Journalism - Where the relevant publication would be in the public interest, eg league tables
- Provision of information to students and prospective students.

Users to whom information may be supplied for Purpose 4 include:

- Higher education sector bodies
- Higher education providers
- Academic researchers and students
- Commercial organisations (e.g. recruitment firms, housing providers, graduate employers)
- Unions
- Non-governmental organisations and charities
- Local, regional and national government bodies
- Journalists.

Information supplied by HESA to third parties within Purpose 4 is supplied under contracts which require that individuals shall not be identified from the supplied information. A copy of HESA's current agreement for the supply of information is available in the Conditions section at [www.hesa.ac.uk/bds-details](http://www.hesa.ac.uk/bds-details). HESA student information may be linked to school and/or further education college information and supplied to researchers.

A copy of the Agreement for the supply of linked data about pupils from schools in England is available at <http://www.gov.uk/government/collections/national-pupil-database>.

### **Linking of information in the HESA record**

As indicated above, where HESA and organisations covered by Purpose 1 use HESA information this may include linking HESA information to other information for example:

- UCAS data
- National Student Survey data
- School and further education data
- Student Loans Company data
- Qualification awarding bodies data
- Tax, benefits and employment data.

Where HESA provides information from your HESA information to third parties under Purpose 4, the permitted uses of the information by a third party may include linking HESA information to other information held by the third party. Permission for such use is considered on a case by case basis. It is only given where the linking is for the purposes outline in Purpose 4 and subject to the requirement not to carry out linking to identify individuals.

### **Destinations information for schools and colleges**

If you attended a school or college in England linked data may be disclosed to the last school or college you attended (or its successor body) to enable them to assess the outcomes of secondary education.

### **The HESA Initial Teacher Training Record (ITT)**

If you are on an ITT or Early Years ITT programme at a higher education provider in England, HESA will collect additional information about you and provide this to the National College for Teaching and Leadership (NCTL). ITT or EYITT programme are those that lead to Qualified Teacher Status (QTS) or Early Years Teacher Status (EYTS).

NCTL is an executive agency of the Department for Education (DfE) and for the purposes of the Data Protection Act 1998 DfE and HESA are data controllers in common of the ITT record. NCTL will process your personal data for the administration and monitoring of initial teacher training schemes, including the allocation of Teacher Reference Numbers. NCTL may share personal data with us, its

partners and contractors, including employers, employment agencies, Ofsted, Capita Teachers' Pensions and the Department for Business, Innovation and Skills (BIS), for this purpose and may link it to other sources of information about you.

NCTL give institutions the opportunity to check and where appropriate update the DLHE data via their Performance Profiles data management system. Therefore the University may share relevant data with NCTL.

### **About the HESA Student Collection Notice**

The HESA Student Collection Notice is regularly reviewed. The most up to date version can be found at <http://www.hesa.ac.uk/content/view/141>. Minor updates to the Student Collection Notice (including organisation name changes and clarification of previously specified purposes) may be made at any time.

Major updates (such as a new purpose or administrative use) will be made no more than once per year.

### **Your rights**

Under the Data Protection Act 1998 you have rights of access to the information HESA holds about you. You will have to pay a small fee for this. For further information about data protection and your HESA information please see <http://www.hesa.ac.uk/dataprot> or email [data.protection@hesa.ac.uk](mailto:data.protection@hesa.ac.uk).

## **6. Students' Union**

As a student at Birmingham City University, you can also choose to become a member of the Students' Union. The Students' Union is a charity of over 23,000 members, which is run by a team of students and recent graduates (called Sabbatical Officers) and supported by staff. As the official voice of BCU students, the Students' Union will represent your interests to the University and has a wide range of services and facilities you can use for an enjoyable student experience. For details of employability, jobs, welfare advice & support, societies, housing, sports, volunteering, entertainment and the NUS Extra Discount card visit the Students' Union website at <http://www.bcusu.com/>

If you choose to become a member of the Students' Union you agree to be bound by its rules at [www.bcusu.com](http://www.bcusu.com). The University will also share general data with the Students' Union. You can choose to opt in or out of membership of the Students' Union at any time once you are enrolled by contacting the Chief Executive at [union.manager@bcu.ac.uk](mailto:union.manager@bcu.ac.uk)

As the Students' Union will represent your interests, provide you with welfare support and offer you a wide range of services, if you choose to become a member, Birmingham City University will request your explicit permission to share certain types of data to the Students' Union. The data we would like to pass on to the Students' Union to enhance your student experience is your ethnicity, religion and disability status.

## 7. Interruption of services

Birmingham City University undertakes to take all reasonable steps to provide the educational and other related services in the manner set out in the prospectus, the website, these documents and other published information. The University cannot, however, guarantee the provision of such services where circumstances occur which are outside of the University's control. This could include industrial action, civil commotion, severe weather conditions, changes in the law and/or actions taken by a government or public authority, damage or destruction to the University's buildings or facilities, failure by the University's suppliers or sub-contractors, or interruption or failure of utility service providers.

If such circumstances occur which interfere with the University's ability to provide services, the University will take all reasonable steps to minimise the disruption to these services. However, under such circumstances, the University cannot guarantee the maintenance of services and will not be liable to you for events outside of its control which it could not have foreseen or prevented even if it had taken reasonable care.

### **Changes to services**

In certain circumstances, the University may need to make changes to the previously advertised programme content, structure and/or method of delivery of your programme or individual modules after you have accepted your offer. This may include discontinuing modules.

Reasons for changes include, but are not limited to, the following:

- to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
- to comply with legal, regulatory or governmental requirements;
- to respond to sector good practise or quality enhancement processes, such as in response to student feedback;
- to keep programmes contemporaneous by updating practices or areas of study;
- to safeguard academic standards;
- because of circumstances outside of the reasonable control of the University such as an external provider no longer being available to contribute to a module and/or programme;

- where insufficient numbers of students have chosen an optional module making it unviable to run or where a member of staff whose expertise was required to run it is no longer available.

If the University decides that it is necessary to make a change before you enrol, we will inform you as soon as it is reasonably practicable in order for you to decide whether or not you still wish to join us. If as a consequence of the change, you decide not to study with us, we will refund any tuition fees and/or deposit that you have paid in advance.

If the University makes a change after you have enrolled, we will inform you as soon as it is reasonably practicable to do so. The University will make all reasonable efforts to minimise any adverse effect the change may have on you and will endeavour to consult with potentially affected students as early as possible where it is able to do so. In cases of material changes to your programme of study or where the change is likely to have a serious adverse impact on you, the University may offer you a place on an alternative programme or assist you to find an alternative provider. Any entitlement you may have to a refund of fees will be determined in accordance with the University's Credit and Refund Policy.

### **Discontinuing programmes**

In certain circumstances, the University may be required to discontinue programmes of study prior to you enrolling as a student. This could occur where insufficient students accept offers and it is therefore not financially viable for the University to run the programme or where a programme will not be accredited/validated by the start of the academic year. In the event that the University is required to cancel your programme before you enrol, we will inform you as soon as it is reasonably practicable to do so and we will refund any tuition fees or deposit you have paid in advance. Where reasonable and appropriate to do so, the University will work with you to try and identify a suitable alternative programme with us for you to study or offer you a deferred place for a subsequent intake.

In exceptional circumstances, the University may have to merge or discontinue your programme once you have enrolled for one or more of the following reasons:

- to comply with legal, regulatory or governmental requirements;
- where accreditation or validation of the programme is withdrawn;
- in other circumstances outside our reasonable control which make it impossible or prohibitively impractical to continue the programme.

If the University discontinues or merges your programme in these circumstances, we will inform you as soon as it is reasonably practicable to do so and will endeavour to consult with potentially affected students. Where appropriate, the University will try and identify a suitable alternative programme with us for you to transfer to or, if preferable, we will assist you to find an alternative provider. If you decide to transfer to a new provider, the University will work with your new provider in order to transfer over any academic credit already gained. Any entitlement you may have to a refund of fees will be determined in accordance with the University's Credit and Refund Policy.

Should you become a student at the University this notice shall constitute a term of any contract between you and the University. Any offer of a place made to you by the University is made on the basis that in accepting such an offer you signify your consent to the incorporation of this notice as a term of any such contract.

## 8. Academic Regulations

8.1 Academic Regulations are there to ensure our academic standards and ensure all our students are treated consistently and equitably. Students enrolled on a programme at Birmingham City University agree to abide by our academic regulations and procedures.

8.2 The Standard Regulations apply to all students, except where a variance has been approved by Academic Board in line with external body requirements.

8.3 The University has reserved the right to make changes each year which bind all students of the University. If the details of the regulations should change, the University will determine the extent to which the changes apply, and students will be advised by direct communication.