



BIRMINGHAM CITY
University

TERMS AND CONDITIONS FOR TAUGHT AND RESEARCH STUDENTS

Effective from 2024/25

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BIRMINGHAM CITY UNIVERSITY TERMS AND CONDITIONS FOR TAUGHT STUDENTS – EFFECTIVE FROM 2024/25

When you accept an offer of a place to study at Birmingham City University ('the University'), subject to your right to cancel in Clauses 44 to 48 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 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:

- 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 Research 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 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. 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 research degrees) for clarification.

Please note that the Academic Regulations and other relevant policies and procedures may change. Throughout your course you will be subject to the most recent version of the Academic Regulations and policies and procedures. Clauses 29 to 31 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 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. If you are not satisfied with the revised Terms and Conditions, you may cancel your place without penalty in accordance with Clauses 44 to 48.

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 this document and in the offer letter.

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 (where applicable) to the Applicants Portal.
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 (e.g. 'Conditional' or 'Unconditional') refers to the academic conditions only. 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/or the requirement to have immigration leave to study in the UK apply to all offers irrespective of their status (e.g. 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, 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.

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 may pose, the University will withdraw the offer/terminate the contract with you. Alternatively, the University may allow you to enrol subject to your acceptance of and compliance with specified conditions, such as you being unable to live in University accommodation. This Clause does not apply to students studying on courses subject to PSRB requirements who are already required to obtain an Enhanced Disclosure and 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 at criminalconvictions@bcu.ac.uk. Any disclosure will be processed by the University in accordance with its [Data Protection Policy](#), the privacy notice for [Enquirers, applicants and students](#) and data protection and/or other relevant legislation in force at the time.
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 2024** 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 2024**, 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. In relation to Postgraduate Research courses, there are generally 3 intakes per 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 Postgraduate Research course 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.

PAYMENT OF FEES AND ADDITIONAL COSTS

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](#). Information about any additional costs can also be found on your course page.
11. It is your obligation to make arrangements before the beginning of your course for the payment of your fees. Further information on the payment of fees can be found in the Tuition Fees Payment Policy.
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.
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. If after 6 weeks of your course starting, the University has been unable to confirm your funding, then you will become liable for the payment of your tuition fees in full. 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.**
14. If you are self-funding and have to pay your own fees, the Tuition Fees Payment Policy sets out how you can make payment to the University. Evidence of nationality will be required. It is important to check the Tuition Fees 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 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.
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 (i.e. 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 Regulations for Research Degrees for 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 Regulations for Research Degrees for 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 there are different Academic Regulations applying to different categories of students. Please refer to the first page of the Academic Regulations for further information.

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**. 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 to the Home Office.
 - 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 Regulations for Research Degree, for research degree students)** which is normally the Friday of week four after the course start date ('the final point'). If you do not 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 Regulations for Research Degree, for research degree students)** Students studying Taught awards may usually return to study at two set points in the year namely at the start of semester 1 or at the start of semester 2. New students in their first semester of study will not be eligible to apply for a break in studies until at least the first semester of teaching has been completed. Students who do not wish to continue with their studies during the first semester will be required to permanently withdraw and re-apply to the University should they wish to return.
 - e. For students studying Taught awards, the University's rules are set out in the **Academic Regulations** on the marks for resits. Please be aware that the rules differ under the two sets of **Academic Regulations** (refer to the Academic Regulations to see which version applies to your studies). In Particular:
 - Under the **Academic Regulations 2024-25 – sixth edition** (the "Existing Academic Regulations") if you fail a module and take a resit opportunity, the mark you achieve at the resit will stand even if that mark is lower than your original attempt.
 - Under the **Academic Regulations 2024-25** (the "New Academic Regulations") if you fail a module and take a resit opportunity, the highest mark you achieve will stand.

- f. For students studying Taught awards under the Existing Academic Regulations, if you are offered a second resit opportunity and you require further access to specialist University facilities such as laboratories, workshops and studios, the Existing Academic Regulations require you to repeat the module “with attendance”. Such a resit cannot be completed without attendance at the University, and you will need to pay the tuition fees for that module again. Please note that this provision does not apply to the New Academic Regulations.
- g. 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.
- h. For students studying Taught awards, the University’s ability to revoke an award issued to a student in certain circumstances as set out in the Academic Regulations.
- i. 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.
- j. 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 Academic Misconduct Procedure**. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or exclusion. **You should be aware that the Academic Misconduct Procedure is being reviewed during 2023/24 and changes may be made in relation to the University’s position on artificial intelligence for academic year 2024/2025. Changes will be published on the Student Contract page as soon as they are available.**
- k. the University’s rules regarding payment of sums due to the University, which can be found in the **University’s Tuition Fees Payment Policy**. 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. 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 of 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 Fees 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 Fees Payment Policy** for the different options you have around paying of your fees.

- l. the University's expectations of student behaviour, as set out in the **University's Student Disciplinary Procedure (Non-Academic)** and the **Respect @BCU Policy**. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including exclusion from the University. You should be aware that you can report any instances of unacceptable behaviour, such as sexual misconduct, bullying, harassment, discrimination and other issues that you witness or experience via the University's Report and Support tool. You can also report unacceptable behaviour through the **Student Complaints Procedure** or by filling in a Student Disciplinary Concerns Form (Non-Academic) but we encourage you to use Report and Support. Information about how the University will deal with such a report can be found in the **Student Disciplinary Procedure (Non-Academic)**.
- m. 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 take a break in your studies, or withdraw you because your behaviour is causing harm or distress to yourself or others.
- n. 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. **You should be aware that the Fitness to Practise Procedure is being reviewed during 2023/24 and changes may be made for academic year 2024/25. Changes will be published on the Student Contract page as soon as they are available.**
- o. 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. 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.

- p. 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.
- q. the University's rules governing the disclosure of criminal convictions for applicants and students, as set out in the **Criminal Convictions Policy and Procedure**, including 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 Clauses 19(m) and/or 19(n) change.
- r. the **University's Student Protection Plan** and **Refund and 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 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.
- s. the obligations on you to handle personal data processed as part of your studies in line with the **University's Data Protection Policy**. The University's [Privacy Policy Statement](#) which explains what happens to any personal data you provide to us or that we collect 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.
- t. the University's rules regarding the use of University 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.
- u. 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.
- v. 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, conducts an independent review of any complaint you may have in certain circumstances (further information can be found [here](#)). In addition, you may have rights of redress under consumer protection law.

- w. 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. 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 Safeguarding Policy and Procedure** 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.

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 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. Students on courses subject to PSRB 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.
- 21. 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 support early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University. 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 support early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University.

STUDENTS SUBJECT TO IMMIGRATION CONTROL

22. If you are an international student, in most cases you will need a Student Route Visa to study on campus at the University. Further information about visas can be found on the Government's website [here](#) and on the University's website [here](#). 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 team and International Office, for example in relation to your Confirmation of Acceptance of Studies. The University's CAS Issuing Policy can be found [here](#).
23. 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 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.
24. Most visa types, including Student Visas, will have work conditions attached to them. It is your responsibility to comply with the terms and conditions in your visa. During term-time, undergraduate students and postgraduate taught students may only work for a maximum of 20 hours per week (irrespective of whether you have scheduled study dates). Different rules apply to Postgraduate research 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 website [here](#).
25. If you are found to be in breach of your visa conditions, the University may 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 Licence, the University reserves the right to withdraw you from your course and report this to the Home Office with immediate effect.
26. 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. 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.

27. 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. As an international student studying under a Student Visa you will be subject to the attendance monitoring process set out in the **Student Attendance and Engagement Policy**. 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.
28. To ensure ongoing adherence with its legal responsibilities the University reserves the right to ask you to present your evidence of immigration leave/ Right to Study in the UK at any point during your studies with the University. Failure to provide such evidence, within a reasonable period of time, may result in the University terminating its contract with you.

CHANGES TO ACADEMIC REGULATIONS AND OTHER RELEVANT POLICIES AND PROCEDURES

29. 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, and/or to enable the University to comply with its contractual and legal obligations to its students and/or in the event the University reasonably believes the change will enhance a student's experience whilst at the University.
30. 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.

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;
 - e. to aid clarity or consistency of approach; and/or
 - f. any circumstance that falls within the scope of Clause 32.
31. 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 AND CHANGES TO EDUCATIONAL AND OTHER SERVICES

32. 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 and to comply with its contractual obligations to you. 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 or comply with its other contractual obligations to you. Examples of such circumstances include:
- 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 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.

33. 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. Examples of the modifications the University may make include:
- a. the content and syllabus of courses, including in relation to placements and/or research projects;
 - b. the timetable, location and number of classes;
 - c. the content or method of delivery of courses including assessments and examinations which may move online if necessary;
 - d. the examination process;
 - e. the identity of supervisor(s) or supervision arrangements;
 - f. the start date of a course including by deferring it to another academic year; and/or
 - g. the availability or delivery of services and/or other facilities in a different way, including changing their location (including online if necessary) or providing alternatives.

Subject to Clause 41 the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances.

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

MINOR COURSE CHANGES

35. Subject to Clause 32 where changes are required following events outside of the University's control, the University will use all reasonable endeavours to deliver the course in accordance with the description applied to it on its website or in the University's prospectus or Course Specification for the academic year in which you began the course. However, the University will be entitled to make minor changes to the course where the changes are not detrimental to you and will enable the University to deliver a better quality of educational or overall experience to students enrolled on the course. Minor changes to courses are those that are unlikely to affect a student's decision to study at the University. Such changes may include changing the title/assessment type of an optional module and adding or removing an optional module.

MAJOR COURSE CHANGES

36. Subject to Clause 32 where changes are required following events outside of the University's control including without limitation those circumstances set out in Clause 32, the University will use all reasonable endeavours to deliver the course in accordance with the description applied to it on its website or in the University's prospectus or Course Specification for the academic year in which you began the course. However, the University will be entitled to make major changes to the course which will enable the University to deliver a better quality of educational or overall experience to students enrolled on the course. A major change is a change to the course which could have affected the student's decision to study at the University. Such changes may include:
- the content and syllabus of courses, including in relation to placements;
 - the course learning outcomes; and/or
 - the examination and assessment methods of core modules.
37. In making any major changes under Clause 36, 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.
38. Any change to a course will be made in accordance with the University's internal policies and procedures for course modifications.

OVERSUBSCRIPTION

39. If, as a result of circumstances outside the reasonable control of the University, the number of applicants meeting the conditions of an offer of a place on your course exceeds the number of places available at the University, the University will allocate places on a fair and reasonable basis. If you are not allocated a place on that basis, the University will, wherever possible, try to offer you one or more of the following options:
- offer you the opportunity of deferring your place to the next academic year;
 - offer you a place on another appropriate course; or
 - support you in moving to another institution.

40. The University will not be liable for any loss or damage arising from any inability or failure to admit you to the University as a result of oversubscription that is outside its reasonable control.

EXCLUSIONS AND LIMITATIONS OF UNIVERSITY LIABILITY

41. 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.
42. The University does not accept responsibility for and expressly excludes liability to the fullest extent possible under applicable 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.
43. Subject to Clause 41 and any restriction in statute or at common law affecting the University's ability to limit its liability, the University will only be liable to you for loss or damage you suffer that is a foreseeable result of our breach of our **Student Contract** with you or if we fail to carry out our obligations under the **Student 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 our control. We will not be liable for losses or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of the **Student Contract** or if they were contemplated by you and us at the time we entered into the **Student Contract**. We 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

44. 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 the start of the course.
45. 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 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 postgraduate students, please email research.admissions@bcu.ac.uk.
46. 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.
47. If you cancel this contract as set out above, the University will reimburse to you all payments received from you (with the exception of the Confirmation of Acceptance for Studies deposit paid by international students). 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 it is informed about your decision to cancel this contract. If you made a payment directly into the University bank account, the refund will be actioned and leave the University bank within 14 days, but depending on who you bank with, can then take as much as 90 days for it to arrive into your bank account. Please see the **Tuition Fees Payment Policy** for further details.
48. 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.

APPRENTICESHIPS

49. Apprenticeships adhere to the University's Academic Regulations for University awards offered as part of apprenticeship training. However, where Education and Skills Funding Agency (ESFA) regulations specify an alternative requirement for apprenticeship training management, the requirement under the ESFA regulations will take precedence over the University's Academic Regulations. 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 10 to 15. As an apprentice you are not personally responsible for the payment of your tuition fees.
- b. Clause 19(d) the University's rules regarding break in studies. As an apprentice you may request a Break in Learning at any point during the apprenticeship programme in accordance with ESFA regulations.
- c. Clause 19(f) which sets out the requirement for students to pay the tuition fees for module(s) again if they are offered a second resit opportunity and require further access to specialist University facilities such as laboratories, workshops and studios.
- d. Clause 19(g) 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.
- e. Clause 19(k) 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. 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 ESFA regulations.

DATA PROTECTION

50. 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, in order for the University to process your application and for related purposes including compliance with applicable law. The University would again like to remind you that your personal data, including sensitive personal 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 the **Privacy Notice** for Enquirers, Applicants and Students. Please note, however, that the University does reserve the right to update its Data Protection Policy and the privacy notice 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.
51. You understand that, by enrolling at the University, the University will need to use and process your personal data in accordance with its **Data Protection Policy and the privacy notice for [enquires, applicants and students](#)**. 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 in the event that an additional or different policy or procedure will apply.

GENERAL

52. 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.
53. 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.
54. 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 exclusive jurisdiction of the courts of England and Wales.

55. 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.
56. 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 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 7RJ

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

