

# Important information about your student contract with the University of Birmingham

If you decide to accept this offer, a contract will be formed between you and the University. Your rights and obligations to the University and the University's obligations to you arising under that contract are set out in the documents listed below, which form the terms and conditions of your student contract.

- Your offer letter.
- The Undergraduate or Postgraduate Prospectus, as appropriate.
- The Code of Practice on Admission of Students (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>).
- The University's Royal Charter, Statutes, Ordinances, Regulations and Codes of Practice – these are regularly reviewed, with any changes normally taking effect at the start of the new academic year. A summary of changes which have already been agreed for the start of the next academic year has been published, and we will also publish a summary of any further significant changes, which are agreed before the start of the new academic year. The documents and any agreed changes can be viewed at <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>
- The University's health and safety policies and guidance, General Conditions of Use of Computing and Network Facilities, Data Protection Policy, Equality Scheme, Public Interest Disclosure Policy and Anti-Bribery and Corruption Policy (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>).
- Programme requirements, which are shown for each programme on the Course Finder section of our website at: [www.birmingham.ac.uk/students/courses/index.aspx](http://www.birmingham.ac.uk/students/courses/index.aspx)

A summary of some of key terms and conditions are set out below:

## Changes to your programme of study

Your offer of a place to study at the University is based on the latest key information, which can be found on relevant page of the Course Finder section of the website at: [www.birmingham.ac.uk/students/courses/index.aspx](http://www.birmingham.ac.uk/students/courses/index.aspx). This includes the core modules for the programme and may include an indication of likely optional modules. Information set out in the prospectus and on the University website is accurate at the date of publication. However, changes to programmes, modules, University services and the content of the prospectus may be necessary, for example, to meet the requirements of an accrediting body or to keep courses contemporary by updating practices or areas of study.

Changes to programmes or modules may also be needed because of circumstances outside the reasonable control of the University, such as a key member of staff leaving the University or being unable to teach (where the programme or module is reliant on that person's expertise) or where the minimum or maximum number of students needed to ensure a good educational or student experience has not been met or has been exceeded.

Other circumstances outside the reasonable control of the University include unexpected lack of funding, industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a course unsafe to deliver.

If changes to your programme are made after you have accepted your offer, the University will try to give you early notification of those changes and minimise their impact by offering suitable alternative arrangements, helping you find an alternative programme or University or providing compensation where it believes there is a fair case to do so.

## Fees and payment

Please read your offer letter and this guide carefully for details of the tuition fees payable in each year of your programme. Up-to-date information about tuition fees and funding is available on the Fees and Funding pages of our website where the University will publish, usually in September of each year, the tuition fees that it will charge for the next academic year. You are advised to check the website for details of any increases in tuition fees in future years. It is your responsibility to make sure your fees and all expenses relating to your programme are paid in full and on time. The University's requirements on the payment of fees can be found in Regulation 5 (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>).

If you are paying your tuition fees yourself, you must either pay the full amount at the beginning of the academic year or apply to pay by instalments using the University direct debit scheme. If you are a sponsored student, you are responsible for payment if your sponsor does not pay your tuition fees.

Unless your offer letter says otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation, examination re-sits, extensions to the designated period of study, travelling

expenses or any other miscellaneous expenses, which may be related to your programme of study (such as the cost of field trips). Details of any other miscellaneous expenses you are likely to incur on your programme are indicated on the Course Finder section of our website at: [www.birmingham.ac.uk/students/courses/index.aspx](http://www.birmingham.ac.uk/students/courses/index.aspx)

## Withdrawal from study – fees

If you withdraw from your programme, you may still have to pay your tuition fees. The policy on how withdrawal affects your fee liability is available on our fees pages ([www.birmingham.ac.uk/undergraduate/fees/pay-tuition/Tuition-Fee-Liability.aspx](http://www.birmingham.ac.uk/undergraduate/fees/pay-tuition/Tuition-Fee-Liability.aspx)). This does not affect your statutory cancellation rights (see page 33).

## Deferring your entry – fees

The tuition fees set out in your offer letter are based on the start date shown in your offer letter. However, if you defer your entry, your tuition fees may be more than is stated in your offer letter, and you should contact the Admissions Office for more information. <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>

## Non-payment of fees

If you do not pay your tuition fees in full or on time, the University may impose penalties which are set out in Regulation 5 (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>). As a result, you may not be allowed to progress on your programme or you may be expelled from the University. The University may also take legal action against you to recover any unpaid fees. If you do not pay any other (non-tuition) fees or other sums you owe, the University may take action to recover those sums. This may include withholding any service for which you owe money (for example, if you do not pay library fines you may not be allowed to access the Library or use some or all of its facilities) or taking legal action against you.

## Non-payment of fees – studying abroad and placements

If as part of your programme you spend time in another university, institution or organisation in the UK or abroad, the rules and regulations of that university, institution or organisation will apply to you while you are there. Some overseas institutions might impose academic sanctions, for example, they might refuse to release your marks, if you do not pay either tuition fees or any other fees or costs (such as accommodation or meal plan fees) which you owe them. This might mean that you are not able to complete your programme as planned.

### cancelling your acceptance

After you have accepted your offer of a place, you can cancel your acceptance within the cancellation period without giving us any reason. The cancellation period runs for 14 days from the date we receive your acceptance. If you cancel your offer within the cancellation period, any deposit or administration or other fees you have paid will normally be refunded in full. If you start your programme during the cancellation period, the University will charge you a reasonable sum for the programme provided.

You can cancel your acceptance by informing the University's Admissions Office; details on how to do this are available at: [www.birmingham.ac.uk/applicantinformation](http://www.birmingham.ac.uk/applicantinformation)

### Criminal convictions

If your offer of a place is conditional on you obtaining a satisfactory Disclosure and Barring Service (DBS) check, the University will decide if any convictions or information revealed are incompatible with a place on the programme. If they are, you will be notified and your offer will be withdrawn.

### Disabilities

If you have a disability the University will seek to support you whenever possible and reasonable to do so. If you have not yet disclosed that disability, we encourage you to do so at the earliest opportunity. As individual students' needs (even those with the same condition) can vary, it is important that you contact the Disability and Learning Support Service at: [www.birmingham.ac.uk/undergraduate/support/disability/index.aspx](http://www.birmingham.ac.uk/undergraduate/support/disability/index.aspx) before you accept any offer of a place to find out what type of support is likely to be available to you and what information we need to arrange it. If you choose not to tell us about your disability, provide this information with short notice before your course or examination/assessment start dates or do not provide full information about it before or during your programme of study, we will do our best to help you but you might not be able to have access to the full range of support which might otherwise be available to you.

### Fitness to Practise programmes

If you are applying for a Fitness to Practise programme, you may be asked to provide information about your health, undergo a health check and provide evidence of immunisation. Your offer of a place is conditional on such requirements being met. You will also be required to sign a Code of Professional Conduct and Fitness to Practise which is provided with the offer letter.

### Data protection

The University will collect information about you from your application, when you register and during your studies and University life. This will be used to create and maintain your student record, for your studies and student life,

your health and safety and for the management of University business.

### Visas and immigration permissions

If you are an international non-European Union (non-EU) student and need a visa to enable you to be in the UK to study, you will have to attend a Right to Study Check when you first arrive at the University. If you do not attend this Right to Study Check or cannot provide conclusive proof that you have the correct visa or immigration permission, you will not be allowed to begin your programme of study and/or you may be withdrawn from your programme in accordance with the Code of Practice on Student Visa Requirements (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>). It is essential that you regularly read our emails (in the email account you used on your application to the University) and that you follow very carefully the instructions for arrival, collection of Biometric Residence Permits and Right to Study checks.

### Intellectual property

If you, with material input by the University's academic staff or as part of a collective project, develop an invention, device, discovery, material, product, process, computer software or any other potentially valuable result or innovation, Regulations 3.16 and 5.4 (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>) will apply to you in the same way as they apply to members of staff. In other cases, the University will apply the Intellectual Property guidance, which is set out at: [www.birmingham.ac.uk/applicantinformation](http://www.birmingham.ac.uk/applicantinformation)

### Conduct and attendance

You must be aware of the University's Regulations and Codes of Practice relating to conduct, academic integrity and plagiarism, attendance and reasonable diligence (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>). The University can impose penalties if you do not follow these requirements, and in serious cases the University can suspend or expel you from the University.

### Supporting you during your studies

The University provides a wide range of support for its students and can support you if non-academic matters are affecting your academic progress, for example as set out in the Codes of Practice on Extenuating Circumstances, Leave of Absence, Reasonable Adjustments, Appeals or Health, Wellbeing and Fitness to Study, which can be found at: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>

### When you may be asked to leave the University

You may be asked to leave the University if:

- Your academic performance is not satisfactory;

- You are expelled from the University for breach of the conduct, Fitness to Practise, attendance or reasonable diligence requirements;
- You do not pay your tuition fees in accordance with the University's Regulations;
- You are dismissed or expelled from any other organisation which you are required to attend or be a member of as part of your programme;
- You do not have the correct visa or immigration permission to study on your programme at the University, and you are an international non-EU student needing a visa to enable you to be in the UK to study;
- The University has reason to believe that you have not supplied all relevant information or have supplied false or misleading information relating to your application to the University;
- As a result of your actions, the University is unable to find a suitable placement, which is required to complete your programme.

A decision requiring you to leave the University will be taken in accordance with the relevant procedure and subject to any right of appeal or review. If the University has good reason for expelling you and does so in accordance with the relevant procedure, the University will not compensate you for any loss or damage you may suffer as a result.

### Complaints

The University is committed to providing a high-quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things do go wrong, and if the matter cannot be resolved informally, the University provides students with a system for raising concerns and complaints about both academic and non-academic matters. The Code of Practice on Student Concerns and Complaints is available at: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx> and sets out a procedure for dealing with students' complaints fairly, consistently and as quickly as possible. Students who are dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA) an independent body which reviews student complaints; more information about the OIA is available on its website at: [www.oiahe.org.uk](http://www.oiahe.org.uk) The Code of Practice on Admissions (see: <https://intranet.birmingham.ac.uk/as/registry/legislation/index.aspx>) sets out the procedure for asking for a review of decisions made in the application and admissions process.