These terms and conditions should be read in conjunction with:
- The Undergraduate or Postgraduate Prospectuses, as appropriate
- The Offer Letter
- The Code of Practice on Admissions
- The University’s Royal Charter, Statutes, Ordinances, Regulations and Codes of Practice
- Programme Requirements
- School Guidelines
- Registration Documentation

This documentation establishes the basis of an agreement between the University and its students as to the rights, roles and responsibilities of both parties. The Royal Charter, Statutes, Ordinances, Regulations and Codes of Practice can be found on the University website (www.birmingham.ac.uk). These may be subject to revision from time to time and you will be asked to agree to those changes as part of the registration declaration. You are required to register at the start of your programme of study and then each academic session until completion of your programme of study.

As a member of the University, you are also required to comply with its:
- Health and safety policies and guidance
- General Conditions of Use of Computing and Network Facilities
- Data Protection Policy
- Public interest disclosure policy

Criminal convictions
When you applied to the University, you were required to disclose any unspent relevant criminal convictions. Some programmes will have required the disclosure of all convictions, spent or unspent. The University will consider whether such convictions are compatible with membership and a place on a particular programme.

Disabilities
If you have a disability (including dyslexia) the University will seek to support you whenever possible. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity. We would normally document the support to be provided. Even if you have already disclosed a disability, please make sure you contact the Disability and Learning Support Service before you accept any offer of a place in order to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability or to limit that disclosure, while we will do our best to help you, you may not be able to access the full range of support available. Further information about the Disability and Learning Support Service can be found on the University’s website.

Health requirements and Fitness to Practise
The University and bodies such as the General Medical Council and the Department of Education require applicants for certain programmes to provide information regarding their physical health. Applicants may also be required to undergo a health check and to provide evidence of immunisation. The offer of a place is conditional on such requirements being met. You may also be subject to the University’s Regulations and requirements on Fitness to Practise and, if so, further information will be provided in your Offer Letter.

Fees and payment
It is your responsibility to make sure your tuition fees and all other expenses relating to your programme are paid in a timely manner. The tuition fee will be stated in your offer pack. The fee quoted may be revised each academic year. When you register you will be required to indicate how your tuition fees will be paid. If you are paying the tuition fee yourself, the University will require either full payment or an application to make payment using the University direct debit scheme.

You are bound by the University’s Regulations on the payment of tuition fees (set out within Regulation 5). If you do not pay your tuition fees in accordance with Regulations, you may be withdrawn from the University and/or the University may take legal action to recover unpaid tuition fees. If you are a sponsored student and your sponsor fails to pay your tuition fees, you are responsible for payment. If you fail to pay other (non-tuition) fees or sums you owe to the University, the University may take action, including legal action, to recover those sums and may withhold any service for which you owe money (for example, failure to pay library fines may result in access to or the use of some or all of the library facilities being denied).

Unless stated otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation, examination resits, extensions to the designated period of study or travelling expenses and other miscellaneous expenses which may be related to your programme of study (for example, field trips). Further information about additional expenses is available from the Admissions Tutor for your programme of study.

If payment of a deposit is a condition of your offer, please note that in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013, you have 14 days from the time we receive your acceptance and deposit in which to cancel your acceptance. After such time your deposit will only be refundable in certain circumstances.

Data protection
The application procedure, registration and your academic progress will provide the University with a range of information about you which it will use to support you on your programme and for the administration and management of the University, including statistical analysis. The University will process your personal information in accordance with the Data Protection Act 1998 and its Data Protection Policy.

Programmes and courses
The University will make all reasonable efforts to deliver your programme as described in the appropriate prospectus and on the University’s website. However, the University may have to vary the method of delivery of your programme, and in some case the syllabus may be altered or updated, or your supervisor changed. In extreme circumstances the University may have to discontinue your programme (for example, because a key member of staff leaves the University), or amalgamate modules (for example, because too few students apply to study a particular module or programme to make it viable).

In the highly unlikely event that the University discontinues your programme, changes it significantly or has to change your supervisor, we will tell you at the earliest possible opportunity. Under such circumstances you may wish to withdraw your application. However, the University will assist you in finding an alternative programme either at the University of Birmingham or at another UK university.

Conduct
You must be aware of the University’s Regulations and Codes of Practice relating to conduct, plagiarism and attendance and reasonable diligence (which include the University’s right to suspend or withdraw a student in exceptional circumstances).

Termination
Subject to the completion of any internal appeals procedures, you may be asked to leave the University if:
- your academic performance is not satisfactory;
- action is taken against you in accordance with the University’s conduct or fitness to practise procedures;
- you fail to pay your tuition fees in accordance with the University’s Regulations on payment of tuition fees (see above);
- you are expelled or dismissed from any other organisation which you are required to attend or be a member of as part of your programme;
- in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for your programme;
- as a result of your actions, the University is unable to find a suitable placement which is required to complete your programme.

The University will not be liable to you for any loss or damage which you might suffer as a result of being withdrawn.

The University will not be liable to you for any loss or damage you might suffer as a result of the University’s failure or delay in carrying out any of its obligations, if the failure or delay is caused by something beyond the University’s reasonable control, such as fire, flood or industrial dispute.

Intellectual property
You must comply with the University’s procedures (set out in Regulation 3, section 3.16) for notifying any invention, device, discovery, material, product or process, computer software or other potentially valuable result, or innovation which it is considered might have commercial significance, whether patentable or not, developed or invented during the course of your research or study at the University. You must make assignment of all rights in such intellectual property to the University.

General matters
The agreement is between the University and the student and only these two parties can enforce the agreement between them, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. The agreement between the student and the University is governed by English Law.