These Terms and Conditions apply to students commencing their study at the start of the Academic Year 2014/15 or thereafter.

1. Definitions

1.1 “Academic Year” means the University’s year of academic study

1.2 “Award” means an award made to a Student pursuant to the Scheme

1.3 “Bursary” means the non-repayable cash element of the Award

1.4 “Leave of Absence” means the temporary withdrawal of a Student from the University (including for reason of pregnancy or on other medical or personal grounds), such withdrawal being approval by the Student’s School and administered by Registry

1.5 “Scheme” means the University’s Undergraduate Chamberlain Award Scheme as published from time to time

1.6 “SLC” means Student Loans Company

1.7 “SLC agency” refers to Student Finance England (SFE), Student Finance NI, Student Finance Wales, and the Students Awards Agency for Scotland (SAAS)

1.8 “Student” means a registered undergraduate student at the University who commences their studies in academic year 2014/15 or thereafter, is paying full tuition fees and deemed as a home student and eligible for maintenance support by the SLC.

1.9 “University Accommodation” means Halls of Residence owned by the University

1.10 “The University” means the University of Birmingham, Edgbaston, Birmingham B15 2TT.

2. Award

2.1 Whenever the University agrees to make an Award to a Student the terms and conditions set out herein shall apply unless otherwise expressly excluded in whole or in part

3. Eligibility
3.1 The Student’s eligibility to receive the Award is determined on the basis of either:

3.1.1 Evidence supplied directly to the University to confirm the Student’s Care Leaver status

3.1.2 Their household income having been assessed and verified by the relevant SLC agency as being below the qualifying threshold

3.2 With the exception of a Care Leaver, a Student’s eligibility for the Award will be reassessed continuously throughout the Academic Year to which the Award relates up to and including 31st May within that year.

3.3 For the avoidance of doubt Students registered on programme years funded by the National College for Teaching and Leadership or the NHS; progressing from a foundation degree; transferring from another higher education institution (in year) or studying for a second degree (except the first year of Graduate Entry Medicine), do not qualify for an Award.

4. Payment

4.1 Payment of the Award shall be made according to the Student’s eligibility in one of the following ways:

4.1.1 by way of a payment of the maximum award towards University Accommodation fees (applicable to Care Leavers only)

4.1.2 by way of a Bursary

4.2 Payment of the Bursary will be made in January and May of the Academic Year by BACS transfer to a bank account held by the Student in the United Kingdom

4.3 Students have the option to divert the Bursary part of their award towards the payment of tuition or accommodation fees in which case:

4.3.1 Payment towards tuition fees will be applied to the Student’s fee account with the University during the May of the Academic Year subject to continuous attendance.

4.3.2 Payment towards University Accommodation fees will be applied to the Student’s fee account with the University during the May of the Academic Year subject to continuous attendance.

4.4 Payment of the Bursary is administered by the SLC and the University shall not be liable to the Student whatsoever for any delay or error in the relation to the payment of the Award or the non-payment of the same.
4.5 The University reserves the right to withhold payment of all or part of the Award in the event the Student has failed to pay the tuition fees or accommodation charges for the Academic Year (or failed to make arrangement for such payment acceptable to the University).

4.6 For the avoidance of doubt, Students who receive the Award by way of a reduction in University Accommodation fees pursuant to clause 4.1.1 above, remain bound by the University’s Hospitality and Accommodation Services terms and conditions (with the exception of clause B of those terms to pay £550 to secure their accommodation) and remain liable for any further payments due towards payment of University Accommodation fees after any credit has been applied.

5. Termination

5.1 In any of the circumstances set out in this clause below the Award shall be withdrawn and the University shall make no (or no further) payments of the Award:

   5.1.1 the Student permanently leaves the University due to illness (whether or not following a leave of absence)

   5.1.2 the Student leaves the University voluntarily for reasons other than illness

   5.1.3 the Student is required to withdraw from the University pursuant to disciplinary or fitness proceedings

   5.1.4 the Student otherwise fails to complete satisfactorily the requirements of the programme of study

   5.1.5 the Student’s household income is reassessed in accordance with 3.2 which renders them ineligible for the remainder of the Award.

5.2 The University reserves the right to demand repayment of any instalment or instalments (or part thereof) of the Award made to the Student during the Academic Year in the circumstances set out in 5.1.2, 5.1.3 and 5.1.5.

6. Leave of Absence

6.1 In the event that the Student takes, or is required to take, Leave of Absence during the Academic Year any payments otherwise due to the Student pursuant to the clause 4.1 above shall be suspended until such time as the Student has re-registered

6.2 Upon re-registering the Student will be paid the balance of any instalments due from the Academic Year when the Leave of Absence was taken
6.3 If the Student fails to return to the University after such Leave of Absence then the provisions of clause 5 above will apply

7. Miscellaneous

7.1 The Award will remain valid notwithstanding the Student transferring to another course or programme of study at the University provided that any instalments already made will count towards the Award.

7.2 A Student in receipt of the Award who is required to repeat the Academic Year will not be eligible to receive a further Award in respect of the repeated year unless there are exceptional extenuating circumstances approved by the University.

7.3 A Student in receipt of the Award may be eligible to receive any other scholarships or bursaries offered from time to time by the University.

7.4 Any dispute or complaint arising in connection with the Scheme should in the first instance be addressed in writing to the Director of Student Affairs.