

# Important information about your Offer

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## Types of Offer

When your offer is made, it is stated as either conditional or unconditional. There are certain requirements and processes for each offer and it is important to ensure you have followed the correct guidance for each.

- **Conditional Offer** - Your offer will be conditional if you have not yet completed a relevant qualification, we need verification of your qualifications or if you have to meet other non-academic entry requirements. Your offer will state the qualification(s) you must complete and the results you must achieve, plus any non-academic requirements. All applicants are advised to meet any conditions of their offer, and provide evidence of having done so, as soon as possible and at the latest as follows:
  - If you require a Tier 4 visa to study in the UK, you must meet all conditions in full not later than 6 weeks before the start of your programme to allow time for your visa application to be made.
  - All other applicants must meet the conditions in full at least one week before the start of their programme.
- **Unconditional Offer** - Your offer will be unconditional if you have already met all the academic and non-academic requirements for entry. You will not be required to meet further conditions, however you will still need to accept your offer and follow our steps on what to do next, applying for accommodation and preparation for your studies.

## Your Offer Explained

### Changed Course

If your offer refers to a different course from that for which you originally applied, this might be simply because you selected an incorrect course option or because you have since asked us to make the change: in either case, you will know we are acting in accordance with your wishes. However, if neither of these cases applies to you, the change of course means that we are unable to make you an offer for your first choice here. We hope that you will still feel able to give this alternative offer your serious consideration.

### Fee Status: Home

If your offer provides that your fee status is 'Home', this means that from the information you gave us in your application form the University has classified you as a 'UK/EU' student for the purposes of tuition fees. The tuition fee for your first year of study is stated in your offer and further information on tuition fees can be found on our website by following the relevant link under 'Fees and Funding Information' below.

Instructions on how to pay your tuition fees will be included with your registration information which will be sent to you once you accept an offer which is or becomes unconditional (from July 2019 onwards).

For Postgraduate research programmes of more than one year's duration the tuition fee for your first year of study is stated in your offer. The annual University tuition fee level is set at UK Research Council rates and as such is subject to change for subsequent years of study.

Until such time that a new financial statement is released by the government, students from the European Union (EU) will continue to be charged the UK fee rate applicable at the time of admission for the duration of their course. Students from the EU can also apply for Postgraduate or Doctoral loans to help towards tuition fees and living costs. For up-to-date information, please visit: <https://www.birmingham.ac.uk/postgraduate/pgt/pgt-fees/eu-ref-fees.aspx>

### Fee Status: Overseas

If your offer provides that your fee status is 'Overseas', this means that from the information you gave us in your application form the University has classified you as an 'Overseas' student for the purposes of tuition fees. For Overseas students tuition fees are charged according to the type of programme studied. Your tuition fee is stated in your offer and further information on fees can be found on our website by following the relevant link under 'Fees and Funding Information' below.

The annual tuition fee remains the same throughout your programme of study. You will need sufficient funds to enable you to pay your fees at the beginning of each year, and to pay for your living costs. Instructions on how to pay your fees will be included with your registration information which will be sent to you once you accept an offer which is or becomes unconditional (from July 2019 onwards).

If you do not agree with the University's assessment of your fee status you may request this to be reviewed by contacting the Admissions Office. You are strongly advised to do this before accepting your offer.

### **Fees and Funding Information:**

For all programmes the University will review tuition fees each year and if you wish, and if we allow you, to defer your offer to the following academic year you will be issued with a new offer confirming the applicable tuition fee. This may be higher than the tuition fee stated in your offer.

For up to date information on student fee and support arrangements including details of tuition fees, how to pay them, available loans and eligibility criteria for financial support please refer to the relevant funding section of our website:

- Postgraduate Taught programmes at our Edgbaston  
Campus: <https://www.birmingham.ac.uk/postgraduate/pgt/pgt-fees/index.aspx>
- Postgraduate Research programmes at our Edgbaston  
Campus: <https://www.birmingham.ac.uk/postgraduate/pgr/dr-fees/index.aspx>
- International Foundation Pathways at our Edgbaston  
Campus: <https://www.birmingham.ac.uk/International/foundation-pathways/essential-information/index.aspx>

Further information about your tuition fee liability and the payment of tuition fees is provided in the relevant information about your Student Contract which follows below.

### **Start Date**

For taught programmes, the start date provided in your offer is when formal teaching will begin for your chosen programme. For most programmes this will be the start of term which is 30 September 2019. This is preceded by Welcome Week which is held from 23 September 2019. All new students are expected to attend this and, if you accept our offer and are successful in gaining a place, you will be provided with more details when you are sent your registration information. This will be sent once you become Unconditionally Accepted (from July 2019 onwards).

For research programmes, the start date provided in your offer is the date agreed with your supervisory team for the commencement of your study. Any changes to this date must be agreed with the relevant School or Department in liaison with the Admissions Office. If you need to change your start date, please contact the Admissions Office in the first instance. It is not normally possible to agree a retrospective start date.

### **Point of Entry**

For students joining an undergraduate programme following study at a partner institution the Year of Entry set out in your offer indicates the year of study in which you will join the programme; normally Year 2 or Year 3.

## **Important information about your Student Contract with the University of Birmingham**

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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:

The documents listed below will form the terms and conditions of your student contract:

- Your offer.
- 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, Criminal Convictions 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: <https://www.birmingham.ac.uk/students/courses/index.aspx>.

A summary of the key terms and conditions is set out below:

### **Changes to your programme of study**

- Taught programmes

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: <https://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.

- **Research programmes**

Your proposed thesis title and primary and secondary supervisors are stated in your offer.

Changes to the proposed thesis title and supervisory team may 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 undertake supervisory duties.

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, offer guide, and this document 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 (other than in relation to tuition fees payable by UK/EU students for Postgraduate Research programmes) the University will publish, usually in September of each year, the tuition fees that it will charge for the next academic year. As regards Postgraduate Research programmes, the University will publish, usually during the Spring of each year, the tuition fees that it will charge UK/EU students for the following 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 says otherwise, the tuition fee quoted in your offer 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: <https://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 (<https://www.birmingham.ac.uk/postgraduate/pgt/pgt-fees/pay-tuition/Tuition-Fee-Liability.aspx>) This does not affect your statutory cancellation rights (see 'Cancelling you acceptance' below).

### **Deferring your entry**

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

If your entry is deferred, please note that the course and/or its modules, course requirements and University services and facilities as currently described in the prospectus or on our website may change for your chosen year of entry. Please keep referring to the relevant page of the Course Finder section of the website at: <https://www.birmingham.ac.uk/students/courses/index.aspx> where up to date information will be published as soon as it is available.

### **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: <https://www.birmingham.ac.uk/study/applicant-information.aspx>

### **Criminal convictions**

If you accept an offer to study at the University, you must tell the University within 14 days of the date of your acceptance if you have a relevant, unspent criminal conviction so that the University may assess whether, and if so to what extent, this may affect the safety of the wider University community. The University fully supports widening participation and disclosure of a relevant, unspent conviction to the University does not automatically mean that your offer will be cancelled. Depending on the risks associated with the conviction, the University may:

- Confirm your place on the programme for which you have applied, provided that you meet any conditions specified in your offer;
- Attach additional conditions of admission/registration on your programme; or
- Cancel its offer and your acceptance.

The University will consider any conviction which you disclose to it in accordance with its Criminal Convictions Policy. If you have a relevant, unspent conviction, but do not tell us within 14 days of accepting an offer, and it later comes to our attention that you should have done so, your offer/acceptance may be cancelled, you may become subject to disciplinary proceedings in line with Section 8 (Student Conduct) of the Regulations of University, and/or you may be withdrawn from your programme and from the University.

A copy of the University's Criminal Convictions Policy, and information on how to disclose a relevant, unspent conviction is provided in your online offer guide.

If your offer of a place is conditional on you obtaining a satisfactory Disclosure and Barring Service (DBS) check, you are not required upon accepting your offer to disclose to the University any criminal conviction. Rather the University will decide if any convictions or information revealed in the DBS check are incompatible with a place on the programme. If they are, you will be notified and your offer will be withdrawn.

Information on how the University processes your data in relation to criminal convictions can be found here: <https://www.birmingham.ac.uk/privacy/index.aspx>

### **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: <https://www.birmingham.ac.uk/postgraduate/support/disability.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 in

order 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 as set out in your offer.

### **Academic Technology Approval Scheme (ATAS) Clearance**

If you are a non-EEA national who requires a visa to study in the UK, or who has time-limited leave to remain in the UK, you will need to obtain ATAS clearance to undertake studies leading to the award of a masters qualification (MEng or MSci) in certain subjects. Where relevant this will be included as a condition of your offer and the information you need in order to apply for an ATAS certificate will be provided.

UK immigration law does not allow universities to register international students for an ATAS applicable course until the student has supplied the university with the relevant ATAS certificate.

### **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. To find out how we will use any personal data you share with us, please read our privacy statements at: <https://www.birmingham.ac.uk/privacy/index.aspx>.

### **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. You must meet the attendance and attendance monitoring requirements; if you do not, the University may withdraw its sponsorship of your visa and can withdraw you from your course.

### **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 or do not meet the requirements of your visa, 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 or to any relevant unspent criminal convictions;
- 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: <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.

## General matters

The University will not be liable to you and you will not be liable to the University for any failure or delay in performing obligations if the failure or delay is due to any significant cause beyond the University's or your reasonable control, such as fire, flood or industrial dispute.

Your contract with the University is between you and the University and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.

The contract between you and the University is governed by English law and is subject to any changes in the law which affect this contract.