

## **Birkbeck, University of London**

### **Terms and Conditions of Study**

#### **Introduction**

1. The following constitute the terms and conditions of study on taught and research programmes offered by Birkbeck, University of London (“the College”). These terms and conditions and any procedures or policies referred to in them – together with: (i) any written offer communication from the College (‘offer’); (ii) any communication issued by UCAS that confirms acceptance of the offer (‘confirmation letter’); (iii) the online prospectus as at the date we make an offer to you (‘prospectus’); and (iv) the College's confirmation of enrolment communication – form the contract made between the student and the College (the ‘contract’).
2. Enrolling on a programme or module of the College and/or accepting the offer signifies that the student accepts the terms of the contract.
3. The College has a number of regulations, policies, guidelines and frameworks outlining the agreed practices of the College. By enrolling on a programme or module of the College and/or accepting the offer and thereby agreeing to these terms and conditions, students agree to comply with these regulations, policies and frameworks at all times (as amended from time to time). The regulations, policies and frameworks referenced in this paragraph can be located at [www.bbk.ac.uk/registry/policies](http://www.bbk.ac.uk/registry/policies).
4. Students are subject to the provisions of the College's [Safeguarding Policy](#), [Free Speech Policy](#), [Student Discipline Policy](#), [Wellness Review Policy](#), [Dignity at Work & Study Principles](#). Any student failing to meet their responsibilities as defined in these documents, or failing to meet the College's expectation that students will ‘maintain a standard of conduct which is not harmful to the work, good order or good name of the College’, may be the subject of disciplinary action and are liable to have their enrolment terminated.
5. If a student does not enrol within 28 days of the start of the term that their programme or module begins the College reserves the right to withdraw services, withdraw an offer to study, refuse to enrol the student and terminate the registration of the student from his/her programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules. Individuals who utilise College services, including attending classes, who do not formally enrol will be liable for payment of tuition fees.
6. In the event that the provisions of these terms and conditions conflict or are inconsistent with the provisions of any other documents forming part of the contract, the provisions of these terms and conditions shall prevail and the student shall comply with the provisions of these terms and conditions.
7. There are some specific terms that apply to students on a programme of study as part of an apprenticeship programme:

- a. Students on an apprenticeship programme are not liable for tuition fees and are not required to set up payment arrangements to enrol. The associated employer is liable for the payment of tuition fees for these programmes. Students on an apprenticeship programme who leave their employment with the named employer in the apprenticeship agreement and who then choose to continue their studies will become liable for fees as per these Terms and Conditions of Study and the [College Fees Policy](#).
- b. Students on an apprenticeship programme are admitted to a programme of study, following a referral from the employer and a subsequent offer of a place from the College.
- c. It is necessary for Birkbeck to supply information about each student's progress on an apprenticeship programmes directly to their associated employer.

### **Admissions**

8. The offer of a place on a programme that the College makes to the student is subject to the student satisfying the academic and/or non-academic requirements for admission prescribed by the College in the offer. The offer may be conditional or unconditional. If the offer is conditional, the College will set out the conditions in the offer the student needs to fulfil in order to be enrolled on the programme. If the student has not fulfilled the conditions of the offer before the date notified to the student in the offer, the College reserves the right to withdraw the offer.
9. Following an offer of a place, an invitation to enrol may be subject to additional written confirmation or independent documentation that there are no ambiguities regarding a student's eligibility to pay a tuition fee, to receive tuition fee funding, their fitness to study or their identity.
10. The College may withdraw or amend any offer or terminate a student's subsequent registration as a student of the College, without liability to the student, if the College discovers that the student's application contains material inaccuracies or fraudulent information or if the student is found to have omitted key information from his/her application. No refund of tuition fees will be made in such circumstances, beyond that provided for in the [College's Fees Policy](#).

### **Registration and Enrolment**

11. All students are required to formally register with the College. Students are only required to register once before commencing their programme of study or module. To complete registration a student must provide appropriate identification documentation (ID) to confirm their identity and their eligibility to study in the UK. Details available here: <http://www.bbk.ac.uk/prospective/downloads/registration-guidelines>.
12. Students who are subject to an application process as part of admissions onto their programme (programme enrolment) may be required to submit documentary evidence of the qualifications which were accepted as entry to their chosen programme of study.

13. If a student's name has changed since they were awarded their degree or other qualification accepted for entry, they must also provide evidence of their name change. This would normally be, for example, a Marriage Certificate, Deed Poll document or Statutory Declaration.
14. The student's registered name as confirmed in their identity documentation will be used in all correspondence and will appear on the final award certificate.
15. The College reserves the right to cancel the registration of any student whose documents do not meet the registration requirement, or if a student fails to submit the required documents within the designated time frame.
16. Students taking modules in any academic year are required to enrol onto their programme of study on an annual basis; enrolment is the process of students confirming their identity, providing necessary personal details, agreeing payment of tuition fees or outstanding debts.
17. Students are not required to re-enrol annually if they are not attending modules in that academic year, this includes students on breaks of study or who are exam-only<sup>1</sup>.
18. When enrolling, students will be required to pay fees, set up a payment plan or identify whether fees will be paid at a later date by a 3<sup>rd</sup> party (i.e. by a sponsor or by a student tuition fee loan or grant). The option to enrol on the basis of fees being paid at a later date by a 3<sup>rd</sup> party is available if criteria are met for the relevant scheme; potential eligibility for each scheme will be assessed during the enrolment process. By enrolling on this basis students agree to provide truthful answers to the questions asked during enrolment and to comply with the appropriate instructions within the specified timeframe for the chosen option(s). Details of the required next steps after enrolment and timeframes in which further information is required are available in the confirmation of enrolment provided to the student. In the event that payment is not received timeframes from the identified sponsor within the expected the payment of fees will become the student's responsibility.

### **Programmes of Study**

19. Students enrolling onto a programme of study<sup>2</sup> will be entitled to attend classes and participate in assessment for all modules on which the student is enrolled, subject to confirming their identity and making payment of their fees as and when they fall due.
20. Where a programme lasts for longer than one academic year, students must enrol on an annual basis. An invitation to enrol will be sent to all eligible students annually.
21. Students will be assessed in accordance with College regulations, policies and frameworks, as outlined at <http://www.bbk.ac.uk/registry/policies>. For programmes that last for longer than one academic year the College will consider the student's academic performance annually, and where the College judges that a student's registration should

---

<sup>1</sup> 'Exam-only' is a study status given to a student who is not taking any modules by attendance but is only taking reassessments in the academic year.

<sup>2</sup> A programme of study includes a module or modules offered as part of the College's open enrolment system.

be terminated on academic grounds, any future enrolment at the College would be subject to the College's admissions procedure. If a student's enrolment is cancelled on academic grounds the student will not be entitled to any reduction in fee liability over and above that provided for in the [College's Fees Policy](#).

22. The College may terminate a student's registration in accordance with the [Policy and Procedure for the Termination of a Student's Registration](#) at the end of an academic year or during the course of an academic year, without any refund over and above that provided for in the College's Fees Policy.
23. Any student whose registration has been terminated is no longer entitled to attend lectures or classes, to use the College's Library or computing facilities or University of London ("University") facilities or services, to submit assessments, to take tests/examinations, or to proceed to any degree, diploma or other award of the College or of the University.

### **Personal Data**

24. Information provided by students is held by the College in its original, electronic and other formats and is processed in accordance with relevant legislation. The College shall use student data in accordance with the [Birkbeck Data Protection Policy](#) and [Birkbeck's Privacy Notices](#).

### **Tuition Fees**

25. For details of fees, how fees are calculated, how fees may be varied, payment options, how to pay fees, how to withdraw from programmes and the College's refunds policy, students should see the [College's Fee Policy](#).

### **Student Debtors**

26. The College reserves the right to cancel the enrolment and/or terminate the registration of any student who has outstanding tuition fees. For more information please see the [College's Fee Policy](#).

### **Changes to Modules and Programmes**

27. The College will make all reasonable efforts to deliver modules and programmes of study and all other educational services and facilities as described on its website or in the prospectus or other documents issued by it to any applicant or student. However, in some circumstances the College will be entitled to make reasonable changes including cancellation; due to factors beyond the College's control, to benefit the student experience, for operational viability, or in response to requirements by professional or accrediting bodies. Please see the [Courses Disclaimer](#) for information.

#### ***Cancellation of a Module or Programme***

28. For reasons of operational viability, including insufficient numbers of students, it may be necessary for us to cancel a programme or module before it commences. If we cancel the programme or module, we will notify you as soon as possible and we will use reasonable endeavours to provide a suitable replacement. If you are not satisfied

with the replacement provided by us or if we are unable to provide a suitable replacement, you may cancel the contract and withdraw your application without any liability for tuition fees (even if the cancellation period has expired).

29. If we are forced to discontinue your programme or module after you have begun your studies, we will inform you as soon as is reasonably possible and will use all reasonable endeavours to transfer you to a suitable replacement for which you are qualified. If you are not satisfied with the replacement provided by us or if we are unable to provide a suitable replacement, you may cancel the contract and withdraw from the course without incurring any further liability for tuition fees and you shall be entitled to a refund of all tuition fees paid to date. Please note the College Student Protection Plan available on our website.

***Changes to Programmes or Modules prior to registration***

30. As a result of the period between prospectus publication and registration, it may sometimes be necessary to vary the content of the programme or module (including optional modules), specific teaching staff or services described in the prospectus. The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if the College is required to make any material changes (as described in the offer letter and/or prospectus) before you register at the College, we shall bring these to your attention as soon as possible; if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the contract and withdraw your application for the course without any liability to us for tuition fees or transfer to such other programme or module (if any) as may be offered by us for which you are qualified.

***Changes to Programmes or Modules after registration***

31. The College will be entitled to make reasonable minor changes to the course where that will enable the College to deliver a better quality of educational experience to students or for factors beyond the College's reasonable control. In making any such changes, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify affected students in advance about any changes that are required.
32. Where material changes (in the College's reasonable opinion) are necessary or proposed, student representatives will be consulted and all students informed as soon as possible. If the College changes your programme or module and you are not satisfied with the changes, you will be offered the opportunity to transfer to an alternative or withdraw from the programme or module without incurring any further tuition fee liability and may be entitled to a refund. If required reasonable support will be provided to enable you to transfer to another provider.

**Force Majeure**

33. Sometimes circumstances beyond the control of the College may mean that it cannot provide its educational services. The College shall not be liable for any failure to perform

its obligations under the terms of this contract where such performance is directly caused by circumstances beyond its reasonable control. Examples of such circumstances include: (a) industrial action by College staff or third parties; (b) the unanticipated departure of members of College staff; (c) power failure; (d) acts of terrorism; (e) damage to buildings or equipment; (f) the acts of any governmental or local authority; (g) 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; or (h) changes required by accrediting/regulatory bodies. These are known as (“Force Majeure Events”). In these circumstances, the College will take all reasonable steps to minimise the resultant disruption to those services and to those affected students, by, for example, offering affected students the opportunity to transfer to another programme or module or institution, or by delivery of a modified version of the original programme or module of study that you enrolled on, but to the full extent that is possible under the general law the College excludes liability for any loss and/or damage suffered by any applicant or student as a result of a Force Majeure Event.

### **Teaching Venues**

34. Modules will be taught in venues in London used by Birkbeck for the purposes of teaching. This includes buildings owned by Birkbeck and buildings hired by Birkbeck. Venues will be located in and around the Bloomsbury area of London and at Birkbeck’s building in Stratford, East London.

### **Cancellation**

35. Students retain the right to cancel the contract in accordance with the Cancellation Procedure as set out in the [College's Fees Policy](#).

### **Original Documentation**

36. The College reserves the right at any time to require a student to submit original documentation to support any claims made by a student during the application and enrolment processes, or at any time during the student’s studies.

### **Student (ID) Cards**

37. Students are expected to produce their student ID cards to a member of College staff on request. The Student card remains the property of the College and must be returned to the College on request. You may be expected to produce confirmation of your student status on request to a member of staff.
38. For identification purposes on student ID cards and electronic student records, students need to supply a recent image (from the past 12 months) that clearly shows the face of the individual and that represents their own face. i.e. no other individuals in the image, no cartoons and no celebrities. We reserve the right to delete images that are considered to be unrepresentative or misleading and to request an alternative image.



### **Services, Facilities and Liability**

39. Use of any Birkbeck IT facilities and Library facilities assumes acceptance of the Birkbeck College Computing Regulations and library regulations respectively. These are available from the ITS Helpdesk, the library helpdesk and online at the following link: <http://www.bbk.ac.uk/about-us/policies/corporate-policies>.
40. The student's right to access any services or facilities of the College will cease upon termination of the student's enrolment and/or registration.
41. All students must not create, download, store or transmit unlawful material, or material that is indecent, offensive, defamatory, threatening, discriminatory or extremist. The College reserves the right to block, remove or monitor access to such content
42. The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme or module fees). Where this is the case, the College will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between the student and the College.
43. Whilst the College takes all reasonable care to ensure the safety and security of students, the College cannot accept responsibility, and expressly excludes liability for loss or damage to students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by the College's negligence. Students are advised to insure personal property against such risk of loss and damage.
44. The College shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the College.

### **Lecture Capture**

45. The College may record, store and make available to students, staff and visitors, video and audio recordings of instances of learning and teaching where you may be present.

### **Intellectual Property**

46. Under normal circumstances, the College would be the body seeking to protect the IP generated by research projects undertaken by our researchers. However, there are instances where this does not apply. Examples include publication (where the College normally passes copyright to the publisher), research projects undertaken by students (where the IP automatically belongs to the student unless they have chosen to assign it to the College), and collaborative projects (where IP arrangements will be agreed between all parties as part of the collaboration agreement).

## Complaints Procedure

47. If an applicant or student has a complaint about the College, the student should follow the [Student Complaints Policy and Procedure](#). This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible. If, having followed the complaints procedure to completion a student remains dissatisfied the student has the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

## General

48. The terms of the contract shall only be enforceable by the student and the College.
49. The contract constitutes the entire agreement between student and the College in relation to its subject matter.
50. No failure or delay by the College or the student to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
51. If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the contract.
52. The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the contract and that in any such proceedings these terms and conditions and the contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

---

## Additional Terms and Conditions for International Tier 4 Visa Students

The following terms and conditions apply to all students who have been issued a Confirmation of Acceptance for Studies (CAS) by Birkbeck.

### Deposits

53. Overseas students who require a UK Tier 4 visa to study and are not funded by a scholarship or studentship are required to pay a deposit when accepting an offer to secure their place.

54. Details of the deposit scheme and terms and conditions are available here:

<http://www.bbk.ac.uk/international/visa/deposit>

### Withdrawal

55. The College is required to withdraw sponsorship of a student's Tier 4 visa if they do not comply with Home Office rules, including but not limited to:
  - a) overall attendance is not deemed to be acceptable;



- b) registration has been terminated, or you withdraw or commence a break in study;
  - c) successful completion of programme of study in a shorter period than originally planned.
56. Refunds will be made to students in accordance with the College's Fees Policy.
57. If a student chooses to withdraw from his/her studies or if a student's registration is terminated by the College, this could affect the validity of a student's visa and the student's ability to enter and/or remain in the United Kingdom.

### **Visa Applications**

58. Unless a student receives further leave to remain, they should normally complete their programme of study within the timeframe specified on the Confirmation of Acceptance of Studies.
59. If a student's visa expires before their programme of study is completed and they need to apply for an extension on their visa to complete their studies, the College will assign a new Confirmation of Acceptance of Studies to enable them to apply for UK entry clearance/leave to remain as a Tier 4 student, provided that they satisfy the following conditions:
- a) in the reasonable opinion of the College, they are making satisfactory progress in their studies;
  - b) they have complied with all rules, regulations and requirements as stipulated by the Home Office and by the College regarding student visas;
  - c) they are not a debtor to the College; and
  - d) we have no grounds to believe their visa application could be refused.

### **Registration**

60. New Students: All international students who are sponsored on a Tier 4 licence must follow the procedure for registration here:  
<http://www.bbk.ac.uk/international/visa/deposit>
61. All international students who require immigration permission to study in the UK must present a valid UK visa or equivalent to the College before completing enrolment. This visa should normally cover the full length of the student's course of study. If the visa expires before the expected course end date, a new visa must be provided before the expiry date. If the student does not provide visa documentation to cover the full study period their enrolment may be cancelled by the College. In such circumstances the student may be liable for a refund as per the [College's Fees Policy](#).
62. Continuing students who have been issued with a second CAS must provide proof confirming submission of the visa application form, such as proof of posting and/or email confirmation from the Home Office, and keep us updated on the progress of the application. After the application has been submitted, the Home Office will issue a

biometric appointment letter and in turn a biometric ID card. Students must provide each of these documents to the College immediately on receipt.

63. All students will be required to complete a termly registration session at the My Birkbeck Student Centre. These will take place at the start of each term.

### **Consent**

64. Occasionally the College will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to providing the College with permission to contact the Home Office on your behalf and for the Home Office to release information to College.

May 2019