



## **Birmingham City University (“the University”) Terms and Conditions for Taught Students at Birmingham City University RAK Campus – Effective from 2022/23**

When you accept an offer of a place to study at Birmingham City University RAK Campus<sup>1</sup>, subject to your right to cancel in Clauses **Error! Reference source not found.**46 to 50 below, you enter into a **legally binding contract** with the University. Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to the terms and conditions of the contract which are set out below.

### **Which documents form the Contract?**

The contract between you and the University is comprised of the following documents:

- (a) Your offer letter;
- (b) These terms and conditions (available on the [Student Contract page](#) and provided with your offer letter);
- (c) Your course information set out in the Course Specification (available on your course page);
- (d) Academic Regulations for Taught awards (available on the [Student Contract page](#) and provided with your offer letter);
- (e) All other relevant policies and procedures (available on the [Student Contract page](#) and signposted in your offer letter).

Before accepting your place at the University, you should read carefully the documents listed at points (a) to (e) above and ensure that you retain a copy for your own records. If you have any queries about the meaning or content of any of the information provided to you, you should contact [admissions@bcu.ac.ae](mailto:admissions@bcu.ac.ae) for clarification.

**Please note that the Academic Regulations and other relevant policies and procedures may change. Throughout your course you will be subject to the most recent version of the Academic Regulations and policies and procedures. Clauses 24 to 26 provide further information on when and why the University may make changes.**

### **Deferred Entry**

**These Terms and Conditions are reviewed annually. If you have been offered a deferred place for entry in a future year, or decide at some future point to defer your entry, these Terms and Conditions will apply until they are replaced by a new version that will apply for**

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<sup>1</sup> Please note that the name registered on the RAK educational licence held by the University is Birmingham City University (Foreign Branch)

**your year of admission. The revised Terms and Conditions will then govern your relationship with the University until you cease to be a student. The revised Terms and Conditions will be provided to you before you enrol with the University. If you are not satisfied with the revised Terms and Conditions, you may cancel your place without penalty in accordance with Clauses 46 to 50 .**

### **What Conditions apply to the Contract?**

1. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
2. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.
3. The University requires students to provide proof of identity, evidence of visa/visa status (if applicable) and original qualifications prior to the point of enrolment.
4. The academic conditions applicable to the offer of a place are set out in the offer letter. For some courses, non-academic conditions will also apply and will be confirmed in the offer letter and/or on the course page.
5. Please note that the status of an offer e.g. 'Conditional' or 'Unconditional' refers to the academic conditions only. Non-academic conditions such as visa and other regulatory requirements apply to all offers irrespective of their status e.g. whether it is a Conditional or an Unconditional offer.
6. When making an offer to you, the University will require you to declare whether you have been convicted of certain crimes or a felonies in the previous 7 years. The only convictions you need to declare are only those convictions for offences against the person, whether of a violent or sexual nature, the possession and/or the creation or distribution of indecent images of a child, convictions for offences involving unlawfully supplying controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking and offences involving firearms, arson and/or terrorism. Convictions that are older than 7 years (or that are 'spent' in accordance with the applicable law) are not considered to be relevant and you are not required to reveal them. Further information on the disclosure of criminal convictions can be obtained from [admissions@bcu.ac.ae](mailto:admissions@bcu.ac.ae)
7. Where you declare a relevant conviction, the University may require further information to assess any risk you may pose to the University community. All offers are conditional upon the University being satisfied with the information provided. Where the University is not satisfied and therefore considers you unsuitable to join the University community based on the risk you pose, the University will withdraw the offer/terminate the contract with you. Alternatively, the University may allow you to enrol subject to your acceptance of and compliance with specified conditions.
8. Applicants are free to voluntarily disclose relevant convictions in advance of offer stage if they wish. To do so, they should contact the Criminal Convictions Officer in confidence at [criminalconvictions@bcu.ac.uk](mailto:criminalconvictions@bcu.ac.uk). Any disclosure will be processed by the University in accordance with its Data Protection Policy, the privacy notice for Enquirers, applicant and students and data protection and/or other relevant legislation in force at the time.
9. All academic conditions of offer for Undergraduate courses must be satisfied (by providing evidence of the relevant qualifications to the University) by the start date of the course otherwise the offer of a place will no longer stand. The University has discretion to extend this deadline but where the deadline is extended the University can withdraw the offer at any time without prior notice (normally because the course has become full).

### **Payment of fees and additional costs**

10. The level of fees for your course will be confirmed in your offer letter and on your course page which can be found [here](#). Information about any additional costs can also be found on your course page.
11. It is your obligation to make arrangements before the beginning of your course for the payment of your fees. Further information on the payment of fees can be found in the **Tuition Fees Policy**.
12. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part.
13. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the University at enrolment or as soon as possible thereafter.
14. If you are self-funding and have to pay your own fees, the Tuition Fees Policy sets out how you can make payment to the University. Evidence of nationality will be required.
15. The University reserves the right to amend your offer in relation to the fees payable or withdraw the offer/terminate the contract where you have assessed yourself incorrectly for the purposes of fee status.

### **Communications to and from the University**

16. On enrolment, you will be provided with an email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

### **Important terms within the Academic Regulations and other relevant Policies & Procedures**

17. By accepting the offer of a place at the University you agree to comply with the provisions of the University's Academic Regulations and all other relevant Policies and Procedures together with all applicable Federal and Emirate rules and regulations that apply to enrolled students from time to time. The University's Academic Regulations and the other relevant Policies and Procedures were signposted in your offer letter and are available on the [Student Contract page](#).

18. Key provisions of which you should be aware include:
- (a) the University's expectations as regards student engagement and academic progress. Failure to meet these expectations may mean that you are not permitted to progress on your course.
  - (b) the University's expectations with regards to student attendance as set out in the **Student Attendance and Engagement Policy**. Action may be taken against you should you fail to meet those expectations, including, ultimately, withdrawal from your course without a refund and in addition may result in the cancellation of your visa if applicable.
  - (c) the University's final point at which you can commence studies and be engaged in teaching and learning as set out in the **Academic Regulations** which is normally the Sunday of week four after the course start date ('the final point'). If you do not enrol at the University and commence your studies by the final point, then the contract between you and the University will expire unless you have a personal written extension from a member of the Vice Chancellor's Office at the University.
  - (d) the University's rules regarding suspension of studies which can be found in the **Student Change of Circumstances Policy**. Students studying Taught awards may usually return to study at two set points in the year namely at the start of semester 1 or at the start of semester 2. New students in their first semester of study will not be eligible to apply for a suspension of studies until at least the first semester of teaching has been completed. Students who do not wish to continue with their studies during the first semester will be required to permanently withdraw and re-apply to the University should they wish to return.
  - (e) the University's rule as set out in the **Academic Regulations** that if you fail a module and take a resit opportunity, the mark you achieve at the resit will stand even if that mark is lower than your original attempt.
  - (f) if you are offered a **second** resit opportunity and you require further access to specialist University facilities such as laboratories, workshops and studios, the Academic Regulations require you to repeat the module "with attendance". Such a resit cannot be completed without attendance at the University and you will need to pay the tuition fees for that module again.
  - (g) in the event that you repeat a stage of study, a semester of study or a module, as set out in the **Academic Regulations**, then you will be required to pay the relevant fee for that repeat stage, semester or module.
  - (h) the derogations (approved variations) from the Academic Regulations set out in a separate document published alongside the **Academic Regulations** and listed in each Course Specification to which the derogations apply.
  - (i) the University's ability to revoke an award issued to a student in certain circumstances as set out in the **Academic Regulations**.
  - (j) the University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the University's **Academic Misconduct Procedure**. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
  - (k) the University's rules regarding payment of sums due to the University, which can be found in the University's **Tuition Fees Policy**. You remain responsible for the payment of your tuition fees at all times whether you have access to an invoice requesting payment or not; including where sponsorship, grant or loan agreements have been approved. If you

do not pay money that you owe to the University (including money which has been approved to be paid by a sponsor or a grant or a loan which is for any reason not paid as required), the University reserves the right to apply sanctions such as withdrawing its services and/or your right to use its facilities where it is necessary and proportionate to do so. The non-payment of tuition fees may result in your permanent exclusion from the University. A full list of possible sanctions is set out in the Tuition Fees Policy. In deciding upon the appropriate sanction, the University will consider all the circumstances of your case.

- (l) the University's expectations of student behaviour, as set out in the University's **Student Disciplinary Procedure (Non-Academic) and the Respect @BCU Policy**. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including exclusion from the University. You can report unacceptable behaviour through the Student Complaints Procedure or by filling in a Student Disciplinary Concerns Form (Non-Academic). Information about how the University will deal with such a report can be found in the **Student Disciplinary Procedure (Non-Academic)**.
- (m) the University's **Fitness to Study Procedure** describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. In exceptional cases, the University may use the Fitness to Study procedure to take a decision that you are unfit to study and either suspend your studies, or withdraw you because your behaviour is causing harm or distress to yourself or others.
- (n) the requirement that applicants on certain courses may need to comply with additional regulatory requirements that might be imposed by the University or external third parties such as authorities and regulators. Depending on the outcome of these checks/report, you may not be eligible to enrol on or continue on these courses.
- (o) the requirement that you satisfy all right to study checks to ensure that you have the correct immigration permission to study the course at the University. Depending on the outcome of these checks, you may not be eligible to enrol.
- (p) the University's rules governing the disclosure of criminal convictions for applicants and students, as set out in the **Criminal Convictions Policy and Procedure**, including the obligation to notify the University immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course or if your circumstances in relation to paragraphs 18(n) and/or 18(o) change.
- (q) the University's **Student Protection Plan and Refund & Compensation Policy for Course Closure as amended for the RAK campus** which applies in exceptional situations where the University is forced to close a course without providing the remainder of the course to current students eg 'teaching out' the course. In these rare circumstances, the Student Protection Plan will be triggered. The Refund & Compensation Policy for Course Closure is an annex to the Student Protection Plan and sets out the University's refund and compensation arrangements in such exceptional situations where the University is unable to provide continuation of study.
- (r) the University's **Privacy Policy Statement** which explains what happens to any personal data you provide to us or that we collect from you and the **University's Graduation Ceremonies Privacy Notice** which concerns the live streaming of graduation ceremonies at the University.
- (s) the University's rules regarding the use of University computer systems and networks,

laptop loans and copyright as set out in the **rules and regulations and policies in the “IT” section** on the Student Contract page.

- (t) the University’s **Intellectual Property Policy** which sets out the arrangements in place at the University for dealing with intellectual property (IP), including the revenue share provisions which explain how the University will usually share any revenues created from the exploitation of IP with the person who created the IP.
- (u) the University’s **Student Complaints Procedure** which sets out the process for students to raise their dissatisfaction with any aspect of their student experience. In addition, you may have rights of redress under consumer protection law.
- (v) the University’s **Assessment and Feedback Policy** which supplements and expands upon the information and requirements set out within the University’s **Academic Regulations** in respect of assessments.

### **Disability and Reasonable Adjustments**

- 19. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Further information can be found in the University’s **Disability and Mental Health Policy**. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively.
- 20. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University.

### **Students subject to Immigration Control**

- 21. If you are an expatriate then your enrolment at the University is conditional upon you holding the necessary visa that permits your student status at the University. If do not hold a visa or your visa is revoked for any reason, the University will withdraw the offer and/or terminate its contract with you. If you are found to be in breach of your visa conditions, the University will withdraw you from your course and report the breach to the applicable UAE authorities.
- 22. As a student subject to any type of immigration control while in the UAE, it is your responsibility to ensure that you are in full compliance with all such controls, requirements and regulations. Any breach of these will expose you to penalties (some of which may be very serious) in the UAE.
- 23. To ensure ongoing adherence with its legal responsibilities the University reserves the right to ask you to present your evidence of immigration status in the UAE and your nationality at any point during your studies with the University. Failure to provide such evidence may result in the University terminating its contract with you.

### **Changes to Academic Regulations and other relevant Policies and Procedures**

- 24. The University reserves the right to add to, delete or make reasonable changes to the Academic Regulations and all other relevant policies and procedures where in the opinion of the University this will assist in the proper delivery of education, or if they are required for

compliance with applicable law, to promote or deliver the University's health, safety and wellbeing obligations, and/or to enable the University to comply with its contractual and legal obligations to its students and/or in the event the University reasonably believes the change will enhance a student's experience whilst at the University. Changes are usually made for one or more of the following reasons:

- (a) to review and update the Academic Regulations or other relevant policies and procedures to ensure they are fit for purpose;
  - (b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (c) to incorporate sector guidance or best practice;
  - (d) to incorporate feedback from students;
  - (e) to aid clarity or consistency of approach and/or
  - (f) any circumstance that falls within the scope of Clause 27.
25. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.
26. The updated versions will be made available on the University's UAE website and may be publicised by other means so that students are made aware of any changes.

### **Disclaimers and changes to educational and other services**

27. The University will do all that it reasonably can to provide educational services as described on its UAE website or in the prospectus or other documents issued by it to appropriately enrolled students and to comply with its contractual obligations to you. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University may mean that it cannot provide such educational services or comply with its other contractual obligations to you. Examples of such circumstances include:
- (a) power failure;
  - (b) acts of God;
  - (c) fire or flood;
  - (d) acts of terrorism, war, epidemic, pandemic or national emergency;
  - (e) damage to buildings or equipment;
  - (f) the acts of any governmental or local authority;
  - (g) workforce disruptions;
  - (h) the unanticipated departure or absence of key members of University staff; or
  - (i) 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.
28. In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. Examples of the modifications the University may make include:
- (a) the content and syllabus of courses, including in relation to placements and/or research projects;

- (b) the timetable, location and number of classes;
- (c) the content or method of delivery of courses including assessments and examinations which may move online if necessary;
- (d) the examination process;
- (e) the identity of supervisor(s) or supervision arrangements;
- (f) the start date of a course including by deferring it to another academic year; and/or the availability or delivery of services and/or other facilities in a different way, including changing their location (including online if necessary) or providing alternatives.

Subject to Clause 39 the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances.

29. In exceptional circumstances where the University is forced to close a course without providing the remainder of the course to current students eg 'teaching out' a course, the University's Student Protection Plan and Refund & Compensation Policy for Course Closure (as amended for the UAE campus) will apply.
30. Subject to Clause 27 where changes are required following events outside of the University's control, the University will use all reasonable endeavours to deliver the course in accordance with the description applied to it on its website or in the University's prospectus or Course Specification for the academic year in which you begin the course. However, the University will be entitled to make **minor** changes to the course where the changes are not detrimental to you and will enable the University to deliver a better quality of educational or overall experience to students enrolled on the course. Minor changes to courses are those that are unlikely to affect a student's decision to study at the University. Such changes may include changing the title/assessment type of an optional module and adding or removing an optional module.
31. Subject to Clause 27 where changes are required following events outside of the University's control, including without limitation those circumstances set out in Clause 27, the University will use all reasonable endeavours to deliver the course in accordance with the description applied to it on its website or in the University's prospectus for the academic year in which you begin the course. However, the University will be entitled to make **major** changes to the course which will enable the University to deliver a better quality of educational experience to students enrolled on the course. A major change is a change to the course which could have affected the student's decision to study at the University. Such changes may include:
  - (a) the content and syllabus of courses, including in relation to placements;
  - (b) the course learning outcomes; and
  - (c) the examination and assessment methods of core modules.
32. In making any major changes under Clause 31, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.
33. Any change to a course will be made in accordance with the University's internal policies and procedures for course modifications.

## **Oversubscription**

34. If, as a result of circumstances outside the reasonable control of the University, the number of applicants meeting the conditions of an offer of a place on your course exceeds the number of places available at the University, the University will allocate places on a fair and reasonable basis. If you are not allocated a place on that basis, the University will, wherever possible, try to offer you one or more of the following options:
- (a) offer you the opportunity of deferring your place to the next academic year;
  - (b) offer you a place on another appropriate course; or
  - (c) support you in moving to another institution.
35. The University will not be liable for any loss or damage arising from any inability or failure to admit you to the University as a result of oversubscription that is outside its reasonable control.

## **Exclusions and Limitations of University Liability**

36. The University does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; and/or
  - (c) any other liability the University is not lawfully permitted to exclude.
37. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.
38. Subject to Clause 36 and any restriction in statute or at common law affecting the University's ability to limit its liability, the University will only be liable to you for loss or damage you suffer that is a foreseeable result of our breach of our Student Contract with you or if we fail to carry out our obligations under the Student Contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for losses or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of the Student Contract or if they were contemplated by you and us at the time we entered into the Student Contract. We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third party.

## **General**

39. All courses described as being delivered by Birmingham City University include those provided or delivered by the University and by companies within the Birmingham City University group of companies, including Birmingham City University Enterprise Ltd, Technology Innovation Centre and Technology Innovation Centre Commercial Ltd.
40. If any provision of the contract between you and the University is held to be void or

unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

41. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
42. The University's contract with its students does not confer third party benefits on any person that is not a party to this contract.
43. If you breach these Terms and Conditions and the University chooses not to exercise any rights it may have against you as a result of that breach, the University has not waived its entitlement to take action against you in the future in respect of any other breaches by you of these Terms and Conditions.

## **Data Protection**

44. As part of your application process the University told you how the University would use your personal data (being any information which relates to or identifies you personally as an individual) including your sensitive personal data, in order for the University to process your application and for related purposes including compliance with applicable law. The University would again like to remind you that your personal data, including sensitive personal data, will be used, stored, processed and in some cases disclosed to third parties, by the University. Please see the University's Data Protection Policy and the privacy notice for Enquirers, applicant and students on the [Student Contract page](#) for further information. Please note, however that the University does reserve the right to update its Data Protection Policy and the privacy notice so it is important that you check the policy on the University's website regularly and particularly prior to your enrolment and registration at the University.
45. You understand that, by enrolling at the University, the University will need to use and process your personal data in accordance with its Data Protection Policy and the privacy notice. There may be other circumstances (e.g. when you use specific services and/or facilities offered by or in conjunction with the University), where a different or an additional data protection policy may apply. You will be notified about any other uses of your personal data in the event that an additional or different policy or procedure will apply.

## **Cancellation and Termination Rights**

### **RIGHT TO CANCEL**

46. New students have a statutory right to cancel this contract without giving any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the University. The second cancellation period will expire 14 days after the course start date.
47. To exercise the right to cancel, you must inform the University of your decision to cancel this

contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. Alternatively you can send an email to [admissions@bcu.ac.ae](mailto:admissions@bcu.ac.ae)

48. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel within the 14 day cancellation periods referred to above.

#### EFFECT OF CANCELLATION

49. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract. See the **Tuition Fees Policy** for further details.
50. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have any queries about these Terms and Conditions please contact [admissions@bcu.ac.ae](mailto:admissions@bcu.ac.ae)

#### MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to

Admissions  
Birmingham City University RAK Campus  
South Al Dhait, E311 (Sheikh Mohd Bin Zayed Road)  
Ras Al Khaimah  
United Arab Emirates

**OR**

Send it by an email to [admissions@bcu.ac.ae](mailto:admissions@bcu.ac.ae)

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in [                      (Month)] [                      (Year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Reason for cancellation (optional):

Address of student:

Signature of student:

Date: