

UCB Terms and conditions [2027/28]

1. Introduction

By accepting your offer you agree to these terms and conditions and to the policies, procedures and regulations referred to in them. Together with your offer letter and any other documents expressly incorporated into them, these terms and conditions form the contract between you and the University in relation to your studies. You should read these terms and conditions carefully, as they explain the basis on which the University makes an offer, enrolls you on your course, and provides related educational and other services and facilities during your time as a student.

2. Definitions

“You” and “Your” refers to you the applicant and/or student

“the University”, “we”, “us” and “our” refers to University College Birmingham and/or its employees

“offer” refers to a formal offer of a place on a course issued by the University which applies to both a conditional and unconditional offer

“Course” refers to the academic course of study leading to an award as described in the prospectus or in other documents issued by it and on the University’s website

“Academic Year” refers to study defined by the University’s academic calendar, usually running from 1 September

“Tuition Fees” refers to the mandatory fees payable for teaching, assessment, and core academic services on a course

“Regulations” refers to the University’s rules, regulations, codes, policies and procedures which apply to enrolled students, which can be found at [\[add link\]](#)

“Academic Misconduct” refers to any action that breaches the University’s integrity standards, including plagiarism, collusion, or cheating

“Reasonable Adjustments” refers to adjustments made under the Equality Act 2010 to remove barriers for disabled students

“Fitness to Practise” refers to standards of health, conduct, and professionalism

required for certain professional or regulated courses

“Privacy Notice” refers to the University’s statement explaining how personal data is collected, used, stored, and shared

3. Payment of fees and other charges

3.1. The tuition fees for your course will be as set out in your offer letter. The fees for your course can also be found at:

- College students (Home):
<https://www.ucb.ac.uk/college-and-sixth-form/fees-and-funding/>
- Home students (Undergraduate):
<https://www.ucb.ac.uk/university/undergraduate/fees-and-funding/tuition-fees/>
- Home students (Postgraduate):
<https://www.ucb.ac.uk/university/postgraduate/fees-and-funding/>
- International students (Undergraduate, Postgraduate):
<https://www.ucb.ac.uk/international/international-tuition-fees/>

3.2. If you are a Home student enrolling on a Foundation Degree or an Undergraduate Degree and your course is longer than 1 year, your tuition fees may be subject to increase in the second and subsequent years of the course to reflect increased costs of delivery and maintain a high quality student experience. The University’s policy is to charge the maximum regulated fee applicable for each academic year of your study, and we will therefore increase fees in line with any uplift determined by the UK government. Such increases are usually linked to inflation based on RPIX (the Retail Price Index excluding mortgage payments). If we intend to exercise this right to increase tuition fees, we will notify you by the end of June in the academic year before the one in which we intend to exercise that right.

3.3. For all other students, your tuition fees may be subject to increase in the second and subsequent years of the course to reflect increased costs of delivery and maintain a high quality student experience. This will be limited to increases in inflation based on RPIX but in any event will not be more than 10% in each academic year. If we intend

to exercise this right to increase tuition fees, we will notify you by the end of June in the academic year before the one in which we intend to exercise that right.

3.4. It is your obligation to make arrangements at the beginning of your course for the payment of your fees. 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 either:

3.4.1. financial support via Student Finance England, Wales, Northern Ireland or SAAS; or

3.4.2. an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or

3.4.3. you have been awarded a full or partial tuition fee bursary or scholarship, which will be deducted from the full fee amount.

3.5. 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. If you enrol on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.

3.6. If you are self-funding and have to pay your own fees, payment can be made in various ways as set out at:

- College students (Home and EU): <https://www.ucb.ac.uk/study/fees-and-funding/college-fees-and-tuition/>
- Home students (Undergraduate, Postgraduate): <https://www.ucb.ac.uk/study/fees-and-funding/tuition-fees/>
- International students (Undergraduate, Postgraduate): <https://www.ucb.ac.uk/study/fees-and-funding/international-tuition-fees/>

3.7. In the event that you decide to withdraw or request an authorised interruption of studies from your course, you will be liable for a percentage of fees for your course as set out in the [Calculation of Tuition Fees for Students who Withdraw or take a Leave of Absence Policy](#).

3.8. If you have applied for a tuition fee loan from Student Finance England, Wales, Northern Ireland or SAAS, the University will advise them of your withdrawal/ leave of absence and the fees you will be required to repay will be in line with the relevant

regulations. Students who defer, intermit, or who are suspended or withdrawn, and then return to study, may be liable for higher tuition fees when they return to their study.

3.9. You should note that there may be additional charges which you will have to pay to the University in order to complete your studies successfully. These are outlined on the relevant course pages of the website.

3.10. You are liable for the full amount of the annual tuition fees and may not be entitled to a refund of fees if you withdraw from the course during the year. Further details can be found in the [Calculation of Tuition Fees for Students who Withdraw or take a Leave of Absence Policy](#).

4. Events outside of our control

4.1. The University will do all that it reasonably can to provide the course, related educational and other services and facilities as described in the prospectus or in other documents issued by it and on the University's website, to all appropriately enrolled students. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("Events Outside of Our Control") mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described. Examples of Events Outside of Our Control include, but are not limited to

- a. industrial action by third parties;
- b. the unanticipated and/or unavoidable absence or departure of key members of University or specialist staff;
- c. power failure;
- d. acts of terrorism;
- e. pandemics, epidemics and other threats to public health;
- f. fire;
- g. severe weather conditions;
- h. natural disasters;
- i. political or civil unrest;

- j. war (whether declared or not) or threat or preparation for war;
- k. damage, interruption or lack of access to buildings, facilities or equipment;
- l. failure of public or private telecommunications networks;
- m. the acts or delays of any governmental or local authority;
- n. legal or regulatory changes, including changes to government guidance;
- o. withdrawal by any government or local authority of any necessary licence;
and/or
- p. insufficient uptake of a course, 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.

4.2. In these circumstances, where Events Outside of Our Control occur, the University will notify you as soon as practicable that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example:

- a. offering affected students the chance where reasonably possible to move to another course;
- b. deferring the start date for the course;
- c. delivering the course in a different way, from another location or online, or at another time;
- d. delivering a modified version of the same course;
- e. assisting you to transfer to complete the course at another institution; and/or
- f. delivering other services and facilities in a different way, from a different location or online.

4.3. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and the University will follow its [Student Protection Plan](#). Alternatively, you may make a complaint under the University's [Student Complaints Procedure](#).

4.4. Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, the University will follow its [Student Protection Plan](#).

4.5. Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

5. Changes to courses and services

5.1. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you begin the course.

5.2. However, the University will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the course.

5.3. Such changes may be to:

- a. the content and syllabus of courses, including in relation to placements;
- b. the timetable, location and number of classes;
- c. the structure and/or timing of the academic year;
- d. the method of delivery of courses, services and facilities; and/or
- e. the examination and assessment process.

5.4. Reasons for such changes may include:

- a. to ensure that the University is continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- b. to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
- c. to improve the quality of the University's educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector; and/or
- d. in response to relevant professional or accrediting body requirements or guidance.

5.5. In making any such changes, 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, offered reasonable support to transfer to another provider. Further guidance can be found in the University's [Student Protection Plan](#).

5.6. The University does not exclude or limit liability for its negligence or negligent omission which causes personal injury or results in death. Sporting activities are undertaken at students' own risk and the University accepts no liability for any personal injuries or death except where that is caused by the negligence of the University's staff, agents or subcontractors. The University does not exclude or limit in any way its liability for fraud or fraudulent misrepresentation. 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, for the non-return of work submitted for assessment or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

6. Your offer

6.1. The University may make a conditional or unconditional offer of a place on a course. Any such offer is personal to you, is made subject to these terms and conditions and any other documents expressly incorporated into them, and forms part of the contract between you and the University when accepted by you.

6.2. Any offer made by the University may be subject to academic suitability, documentary, fitness to practise, occupational health, Disclosure and Barring Service, visa or other requirements specified in the offer or otherwise reasonably required by the University before enrolment or continued registration.

- 6.3. An offer is accepted by enrolling on your course or continuing your registration with the University.
- 6.4. If any condition of an offer is not met, if satisfactory evidence is not provided within the time required, if information supplied in support of an application is found to be false, incomplete or misleading, or you fail to fully enrol by the required date, the University may withdraw the offer, refuse enrolment, terminate enrolment, or require withdrawal from the University, acting reasonably and in accordance with its policies and procedures.
- 6.5. Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe the University any tuition fees and have not been suspended from your course for any reason), you must re-enrol for each subsequent year of study. If you do not re-enrol by the date specified the University may require withdrawal from the University, acting reasonably and in accordance with its policies and procedures.

7. Accuracy of information and changes in circumstance

- 7.1. 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. The University requires all students to provide proof of identity and evidence of the qualifications declared in support of their application, including original documents or other evidence acceptable to the University, at the point of registration or at such other time as the University may reasonably require.
- 7.2. If false, incomplete or misleading information is provided by an applicant or student or if the applicant or student's circumstances change prior to enrolment, the Vice-Chancellor and Principal reserves the right to refuse admission and to require the student's withdrawal if, in the Vice-Chancellor's and Principal's view, it is not in the best interests of, or conducive to the maintenance of good order in, the University for the applicant and/or student to be a member of the University. Before exercising this right, the Vice-Chancellor and Principal will give the affected applicant/student the opportunity to make representations.

8. Communications to and from the University

- 8.1. Before enrolment, the University will send communication containing updates to your offer, chosen course or key dates to the contact details provided in your application.
- 8.2. On enrolment, you will be allocated with a University email account. The University will send regular email communications to that account and will also post information that will be relevant to you on Canvas, the Virtual Learning Environment (VLE). You will also be asked to provide a personal email address at enrolment and, if necessary, the University may send email communications to you at that address. You are expected to use your University email account or a personal email address which you have registered with the University for all communications with University staff. It is your responsibility to check these accounts and the notifications posted on Canvas regularly. Any communication sent to you by the University to your University or registered personal email account will be regarded as properly sent and received by you.

9. Regulations

- 9.1. You are required as a condition of enrolment and as a term of the contract between you and the University to abide by, and to submit to, the Regulations, which relate, among other things, to conduct and discipline, complaints, use of facilities, including IT facilities, health and safety, administration, assessment and the requirements of academic courses. The Regulations can be found [here](#).
- 9.2. Key provisions of the Regulations of which you should be aware include:
- The University's expectations as regards student attendance, academic due diligence, and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course.
 - The University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further

guidance can be found in the UCB [Code of Practice on Plagiarism and Academic Misconduct](#).

- c. The University's rules regarding payments of sums due to the University. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case. Further guidance can be found in our Tuition Fee Payment and Refund Policies for further and higher education students available [here](#).
- d. The University's Code of Practice on Discipline, which sets out our expectations of student behaviour. Breach of the Code could result in a disciplinary process which might result in expulsion from the University. The Code of Practice on Discipline can be found in the [General Student Regulations](#).
- e. The University's rules governing fitness to practise and professional standards, the Code of Professional Conduct and Fitness to Practise, which applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and imposition of sanctions, including expulsion from the University. This code is available in the [General Student Regulations](#).
- f. The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding qualifications by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.
- g. The University's Fitness to Attend policy, which can be found in the [General Student Regulations](#) and 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.

- h. The University's [Policies on harassment and sexual misconduct](#), which set out the procedure for reporting and dealing with allegations of harassment and sexual misconduct against members of staff and students.
- i. The University's [Code of Practice on Freedom of Expression](#), which sets out the University's expectations in relation to upholding freedom of speech and academic freedom within the law, the procedure to be followed in organising events on University-controlled premises and the expected conduct at such events. Failure to follow the code could result in a disciplinary process.

9.3. The University reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a. to review and update the Regulations to ensure they are fit for purpose;
- b. to safeguard academic standards, for example, in response to external examiner feedback;
- c. 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;
- d. to incorporate sector guidance or best practice;
- e. to incorporate feedback from students; and/or
- f. to aid clarity or consistency of approach.

9.4. Any changes will normally come into effect at the start of the next academic year, although some 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 to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

10. Financial Support

10.1. UCB will include all eligible students in the £6,000 Cost of Living Allowance scheme, which provides eligible undergraduate students with financial cost of living support. Further information is available here: [Cost of Living Allowance](#). By agreeing to this contract you also agree to the terms and conditions of the £6,000 Cost of Living Allowance scheme which can be found [here](#).

10.2. UCB will include all eligible students in [The Kick-Start Scheme](#), which provides students with funds for learning materials. The Scheme is run in conjunction with the John Smith's Group. Some students may also be eligible to receive an electronic tablet to assist with their studies under a pilot scheme. By agreeing to this contract you also agree to the [Terms and conditions of The Kick-Start Scheme](#).

11. Disability and reasonable adjustments

11.1. The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. Students on regulated, vocational courses are required to notify the University of any disability which may impact on their ability to complete the course and to be fit to practice on completion of their studies and offers are conditional upon a satisfactory Occupational Health assessment.

11.2. 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 of any disability early in the recruitment process

and you engage in any necessary discussions or health assessments as required by the University.

- 11.3. There may be exceptional circumstances in which an individual may asked to defer their entry to allow the University to make the necessary reasonable adjustments, or is unable to undertake the course for a reason related to their disability despite all reasonable adjustments being made by the University. Such cases will be assed by the [Disability and Neurodiversity Support Team] and relevant course staff on a case-by-case basis.

12. Criminal convictions

- 12.1. As a condition of taking your place at the University you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant criminal convictions, by contacting the Safeguarding team (safeguarding@ucb.ac.uk). The team will contact you if further information is required. The University will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements. If you commit a relevant offence whilst you are a student, you will need to tell your course leader at the earliest opportunity. In the most serious cases this may result in the University requiring you to withdraw from your course and/or the termination of your enrolment with the University.

13. Intellectual Property

- 13.1. In the interest of encouraging innovation, entrepreneurship, and development of new ideas by its students, the University does not assert ownership over intellectual property rights developed, made or created by its students in the course of their study or research at the University, except in the circumstances set out in the [General Regulations](#).

14. Data Protection

- 14.1. You can find out more about how the University handles student data and your rights in relation to data protection in our student privacy notice, a copy of which can be found on our website at:

<https://www.ucb.ac.uk/media/bdzbptrd/student-privacy-notice-19.pdf>
([ucb.ac.uk](https://www.ucb.ac.uk))

15. Requirements for EU and overseas students

- 15.1. Students from the EU will need to demonstrate settled or pre-settled status or may need a student visa in order to take up a place at the University.
- 15.2. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found [here](#).
- 15.3. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

16. Overseas travel

- 16.1. If you are travelling overseas as part of your course or a University-organised activity, you may need a visa and/ or to comply with a particular country's vaccination policy in order to travel. It is your obligation to make sure you meet and continue to comply with any such travel requirements.

17. Complaints

- 17.1. Complaints relating to admissions issues will normally be dealt with informally in the first instance and should be addressed to the Head of Admissions at ssaleh@ucb.ac.uk. Further information can be found in the University's Admissions Policy on the [General Student Regulations](#) page.

17.2. The University has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found [here](#). If you are not satisfied with the final decision regarding your complaint you may be able to make a complaint to the Office of the Independent Adjudicator, which is an independent body set up to review complaints from individual students about higher education providers in England and Wales. Further information can be found at [About Us - OIAHE](#).

18. General

- 18.1. 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.
- 18.2. 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.
- 18.3. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

19. Statutory cancellation rights

19.1. Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University. To exercise the right to cancel, you must inform us, the University, of your decision to cancel this contract by a clear statement (e.g. a letter sent by e-mail). We are very happy for you to just send an email to admissions@ucb.ac.uk. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your

exercise of the right to cancel before the cancellation period has expired.

19.2. Effect of cancellation

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We 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.

19.3. Cancellation after the statutory cancellation period

If you cancel the contract after the statutory cancellation period has expired, the University may not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees. Please see 'Calculation of tuition fees for students who withdraw or take a leave of absence' document on the [General Student Regulations](#) page.

19.4. Courses that begin within the statutory cancellation period

If your course is due to begin within 14 days of the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel this contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of our service to you to the date of cancellation.