

# Birkbeck, University of London Terms and Conditions of Study 2025-26

**A note on links in this document**: where hyperlinks are inserted, these will take the reader to Birkbeck's landing page for <u>regulations and policies</u>. You can then navigate to the appropriate year and policy from that page.

# Introduction

- 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 and published on the College's website and the list (a) to (e) below form the contract made between you, the student, and the College (the 'contract'):
  - a. any written offer communication from the College ('offer');
  - b. any communication issued by UCAS that confirms acceptance of the offer ('confirmation letter');
  - c. the online prospectus as at the date we make an offer to you ('prospectus')
  - d. where applicable the final version of the prospectus information generated as a Confirmation of Study record at the end of the preceding academic year; and
  - e. the College's confirmation of registration and enrolment communication.
- 2. These terms and conditions apply following acceptance of an offer of a place at the College. By accepting an offer of a place at the College you, as a student (whether prospective or current), are entering into the contract with the College in accordance with these terms and conditions.
- 3. The College has a number of <u>regulations</u>, <u>policies</u>, <u>guidelines</u> and <u>frameworks</u> outlining the agreed practices of the College. By accepting the offer and agreeing to these terms and conditions, students agree to familiarise themselves, undertake any mandatory training, and comply with these regulations, policies, guidelines, and frameworks at all times (as amended from time to time).
- 4. Students (prospective or current) are subject to the provisions of the College's <u>Safeguarding Policy, Free Speech Policy, Student Discipline Policy, Wellness and</u> <u>Support Policy, Dignity at Work and Study Principles and Principles for the use of</u> <u>social media</u>. 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 registration with, or application to, the College discontinued.

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- 5. If a student does not register and enrol within 14 days of the start of the term that their programme begins, or within seven days for module or credit-bearing short course enrolment, the College reserves the right to withdraw services, withdraw an offer to study, refuse to enrol the student and discontinue the registration of the student from their programme or module(s) (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules, unless expressly designated as being able to do so for specific services and identified as 'exam-only students<sup>1</sup>' or agreed as part of a break in studies. See paragraphs 18 and 19 below. Individuals using College services, including attending classes, and who have not yet enrolled formally will still 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 <u>College Fees Policy</u>.
  - 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 the College to supply information about each student's

<sup>&</sup>lt;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.



progress on an apprenticeship programme 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 and, where applicable, any conditions required of international students to obtain a Student visa. 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 or module(s). If the student has not fulfilled the conditions of the offer before the date notified to the student in the offer and/or does not meet the eligibility requirements for a Student visa, the College reserves the right to withdraw the offer.
- 9. The College offers programmes of study that students must register for and offers modules that can be taken without registering for a programme of study. Most programmes and modules have entry criteria that require an application process where applicants must be provided with an offer of entry before being able to enrol. All admissions decisions on programmes and module(s) that have an application process are conducted in line with the <u>Admissions Policy</u>. A number of programmes and modules, particularly short courses, are offered that have no application process, these will have no entry criteria or will require self-certification of achievement of entry criteria.
- 10. Following an offer of a place, an invitation to enrol may be subject to additional written confirmation or independent documentation to confirm 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.
- 11. The College may withdraw or amend any offer or discontinue 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 their application. No refund of tuition fees will be made in such circumstances, beyond that provided for in the <u>College's Fees Policy</u> and/or these terms and conditions.

# **Registration and Enrolment**

12. All students are required to register formally 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 are available on <u>Birkbeck's admissions web pages</u>.



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- 13. Students who are subject to an application process as part of admissions onto their programme (programme enrolment) may be required to submit original or certified documentary evidence of the qualifications which were accepted as entry to their chosen programme of study.
- 14. Students who are not subject to an application process as part of admissions onto their programme or module(s) may be required to self-certify achievement of the relevant entry criteria. Students who falsely self-certify will have their offer withdrawn and/or enrolment cancelled. No refund of tuition fees will be made in such circumstances, beyond that provided for in the <u>College's Fees Policy</u> and/or these terms and conditions. The College reserves the right to seek evidence of achievement where it considers it necessary to do so.
- 15. If a student's name has changed since they were awarded their degree or other qualification accepted for entry, they must also provide satisfactory evidence of their name change. This would normally be, for example, a Marriage or Civil Partnership Certificate, Deed Poll document or Statutory Declaration.
- 16. The student's registered name as confirmed in their identity documentation will appear on the final award certificate and be used in circumstances where their legal name is required. In all other communications the College will endeavour to correspond with a student using their chosen or 'known as' name where possible.
- 17. The College reserves the right to discontinue the registration of any student whose documents do not meet the registration or enrolment requirements or if a student fails to submit the required documents within the designated time frame.
- 18. Students taking modules in any academic year as part of a programme of study 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 and acknowledging their agreement to changes to these terms and conditions, including regulations and policies and procedures that might have been updated since initial registration with the College and their first enrolment.
- 19. 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 examination only.
- 20. When enrolling or re-enrolling (as appropriate), 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 third 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 third 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). The confirmation of enrolment given to students outlines the next steps and timeframes for providing any further information required by the College. If a student's identified sponsor does not make payments within the agreed timeframe, the student is responsible for paying the outstanding fees and for any future fees.

## Students' right to cancel (new students)

- 21. Students have the right to cancel the contract within fourteen (14) days after the date on which they accepted the offer of a place.
- 22. To cancel the contract, the student (you) must give the College written notice of a cancellation by contacting admissions: <u>admissions@bbk.ac.uk</u>. Students can use our online cancellation form as set out at Appendix 1, but do not have to do so.
- 23. If any payment has been made to the College and the student subsequently cancels the contract pursuant to their right to cancel as set out in paragraph 21, the College will provide either the student (or the person who made the payment) with a full refund using the same method as used to make the initial payment.
- 24. A student may terminate the contract after the expiry of the fourteen (14) day period referred to in paragraph 21, but in such a case, they must do so in accordance with these terms and conditions and their right to any refund will be subject to the College's Fees Policy and/or these terms and conditions as referenced in paragraph 47.

# **Programmes of Study**<sup>2</sup>

25. Once enrolled on a programme of study, students will be entitled to engage with and attend classes and participate in assessment for all modules on which they are enrolled, subject to confirming their identity and making payment of their fees as and when they fall due. The College requires that its students meet attendance and engagement obligations for their programme See the <u>Attendance and Engagement Policy</u>. Students who do not meet their attendance and engagement obligations may have their registration suspended or discontinued.

<sup>&</sup>lt;sup>2</sup> A programme of study includes a module, or modules offered as part of the College's open enrolment system. Birkbeck also uses the term 'course' to refer to a 'programme of study.'



- 26. 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.
- 27. Students will be assessed in accordance with <u>College regulations</u>, <u>policies</u>, <u>and</u> <u>frameworks</u>. For programmes that last for longer than one academic year the College will consider the student's academic performance annually. If the College finds that there are reasons to end a student's registration on academic grounds, any future registration and enrolment at the College will be subject to the admissions policy. If a student's registration 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 <u>College's Fees Policy</u>.
- 28. The College may end ('discontinue') a student's registration in accordance with the <u>Policy</u> and <u>Procedure for the Discontinuation of a Student's Registration</u> 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 <u>College's Fees Policy</u> and/or these terms and conditions.
- 29. Any student whose registration is discontinued is no longer entitled to engage with or 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.
- 30. The College's <u>Policy and Procedure for the Discontinuation of a Student's Registration</u> sets out the non-academic grounds on which a student's registration may be terminated.

# **Personal Data**

31. The College holds information provided by in its original, electronic, and other formats and it is processed in accordance with relevant legislation. The College processes student data in accordance with the <u>Birkbeck Data Protection Policy</u> and Birkbeck's <u>Privacy</u> <u>Notices</u>, in particular the <u>privacy notice for the purpose of processing of admitting and</u> <u>enabling individuals to study at Birkbeck</u>.

# **Tuition Fees**

- 32. 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 <u>College's Fee Policy</u> and/or these terms and conditions.
- 33. The College reserves the right to charge a refundable or non-refundable deposit to secure a place on a particular course or receive an educational service.



#### **Student Debtors**

34. The College reserves the right to cancel the enrolment and/or discontinue the registration of any student who has outstanding tuition fees. For more information, please see the <u>College's Fee Policy</u>.

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

35. 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. This might be owing to circumstances or factors beyond the College's control, and/or to benefit the student experience, and/or for operational viability, and/or in response to requirements by professional/accrediting bodies or government/public authorities for any reason. Please see the <u>Courses Disclaimer</u> for information.

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

- 36. For reasons of operational viability, including insufficient numbers of students, it may be necessary for the College to cancel a programme or module before it commences. If the College cancels the programme or module, students will be notified as soon as possible and the College will use reasonable endeavours to provide a suitable replacement. If the student is not satisfied with the replacement provided or if the College is unable to provide a suitable replacement, the student may cancel the contract and withdraw their application without any liability for tuition fees even if the cancellation period has expired.
- 37. If the College is forced to discontinue a programme or module after students have begun their studies, we will inform them as soon as is reasonably possible and will use all reasonable endeavours to transfer them to a suitable replacement for which they are qualified. If students are not satisfied with the replacement provided by us or if we are unable to provide a suitable replacement, students may cancel the contract and withdraw from the course without incurring any further liability for tuition fees and shall be entitled to a refund of all tuition fees paid to date. Please note that the College's Student Protection Plan is <u>available</u> on the College's website.

#### Changes to Programmes or Modules prior to registration

38. 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), the staff teaching on the programme or module, 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 a student registers at the College, these will be brought to the student's attention as soon as possible. If the student reasonably believes that the proposed change will prejudicially affect them, they may either cancel the contract and withdraw their application for the course without any liability to the College for tuition fees or transfer to such other programme or module (if any) as may be offered by the College for which the student is qualified.

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#### Changes to Programmes or Modules after registration

- 39. The College reserves its rights to make reasonable minor changes to the course where that will enable the College to deliver a better quality of educational experience to students. However, changes may also be required for factors beyond the College's reasonable control which may include:
  - a. where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the College means that teaching locations change to a different site;
  - b. where a key member of staff is no longer available (e.g. through illness or no longer being employed) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the College's staff, or by other resources (e.g. temporary staff) that the College might engage in such circumstances;
  - c. where the numbers recruited on a course, programme or module are insufficient to enable the College to deliver an appropriate quality of education for the students enrolled on that course;
  - d. where a teaching location becomes unavailable for reasons outside the College's control, for example because of flooding;
  - e. where regulatory or government requirements mean that changes have to be made to ensure compliance (for example, changes to a professional body's requirements or adjustments to immigration rules or other laws);
  - f. where the College decides for academic or operational reasons to revise the optional modules that are available on a course or programme. 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.
- 40. Where the College reasonably proposes material changes to a programme or the closure of a programme, students will be informed as soon as possible. If the College changes a

programme or module and the student is not satisfied with the changes, they 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 the student to transfer to another provider.

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## Updates and Changes to the College's Regulations, Policies and Procedures

- 41. During your period of registration, the College reserves the right to update and replace its regulations, policies, and procedures from time to time in order to ensure operational efficiently for students and that relevant legal and regulatory obligations are met. Changes to the College's regulations, policies, procedures, and guidelines will be appropriately notified to students. Such changes will not affect the content of a student's programme (see paragraphs 35 to 39 above concerning changes to programmes) but might include, for example, changes to misconduct regulations, attendance requirements or the management of assessment processes.
- 42. Any changes will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law, by a regulatory body, or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever possible.
- 43. The updated regulations, policies and procedures will be published on the College's website and may be publicised by other means.

#### **Force Majeure**

- 44. The College will do all it reasonably can to deliver its educational services as described on its website, in its prospectus or in any documents issued to students by the College. However, it is possible that due to circumstances beyond the College's control or which it might not be able to prevent or mitigate (despite taking all reasonable steps to do so), the College cannot provide its educational services or there are delays to the delivery of those services. The College shall not be liable for any delay or 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. strikes, lockouts, or other industrial action;
  - b. the unanticipated departure of members of College staff;
  - c. power failure;
  - d. acts of terrorism or threatened acts of terrorism;
  - e. damage to buildings or equipment;



- f. the acts of or any restrictions imposed by any governmental, public, or local authority;
- g. epidemic, pandemic, quarantine, or widespread illness;
- h. failure of public utilities or transport system or networks;
- i. fire;
- j. civil commotion or riot;
- k. war (whether declared or not) or invasion;
- I. severe weather or natural disaster;
- m. flood; or
- n. changes required by accrediting/regulatory bodies.
- o. failure or default by placement provider
- 45. These are known as 'Force Majeure Events.' In these circumstances, the College will take all reasonable steps to minimise the resultant disruption to affected services and to 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 the student enrolled on, or a different mode of delivery (e.g. online); but, to the full extent that is possible under the general law, the College shall not be liable for any loss and/or damage suffered by any applicant or student as a result of a Force Majeure Event.

# **Teaching Venues**

46. Modules will normally be taught and assessed in venues used by the College for the purposes of teaching or taught and assessed online using College-approved software. 'Venues' include buildings owned by the College and buildings hired by the College. Where modules are taught and/or assessed online, this will be only through College-approved software.

#### Cancellation

47. Students retain the right to cancel the contract in accordance with the Cancellation Procedure as set out in the <u>College's Fees Policy</u>.

#### **Original Documentation**

48. 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 Identification and ID Cards**

49. 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.



50. 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. there should be no other individuals in the image, including celebrity images if this is not the student and no graphic representations such as cartoons. The College reserves the right to delete images that are considered to be misleading and to request an alternative image. Students engaging online may be asked to turn their cameras on to identify themselves to College staff.

## Services, Facilities and Liability

- 51. Use of any College IT facilities and Library facilities assumes acceptance of the <u>Birkbeck</u> <u>College Computing Regulations and library regulations</u> respectively.
- 52. The College shall not be held responsible for anyone who is under 18 years of age and not a registered/enrolled student accessing the content of course material or online events.
- 53. The student's right to access any services or facilities of the College will cease upon discontinuation of the student's registration and may be limited if the student's enrolment in a particular session is ended.
- 54. 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, restrict, or monitor access to such content and such action will be subject to disciplinary measures.
- 55. 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.
- 56. The College (including its staff and/or representatives) shall have no liability to a student for any loss, damage, costs, or expenses arising under or in connection with the contract except where such loss or damage is directly caused by the College (or its staff or representatives). The College shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of the College's breach of the contract.
- 57. Where such loss or damage is directly caused by the College (or its staff or representatives), the College's liability shall, subject to paragraph 60, be limited to 100%



of all tuition fees payable by the student to the College.

- 58. 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.
- 59. 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.
- 60. Notwithstanding any other provision in the contract, nothing shall exclude or restrict the College's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

#### Video and Audio Capture of Teaching and Learning Groups

61. The College may record, store, and make available to students, applicants, staff and visitors, video, and audio recordings of instances of learning and teaching where students may be present. The College does not commit to making recordings of instances of live learning and teaching for any individual or groups of students.

#### **Intellectual Property**

62. 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**

63. If an applicant or student has a complaint about the College, the student should follow the <u>Student Complaints Policy and Procedure</u>. This procedure has been produced to help the College resolve any student complaints 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 <u>Office of the Independent</u> <u>Adjudicator for Higher Education</u>.

#### General

- 64. The terms of the contract shall only be enforceable by the student and the College.
- 65. The contract constitutes the entire agreement between the student and the College in relation to its subject matter.
- 66. 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.
- 67. 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.
- 68. 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 Student visa-holding Students

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

# Deposits

- 69. The College reserves the right to charge a refundable or non-refundable deposit that applies specifically to international students to secure a place on a particular course.
- 70. International students who require a UK Student visa to study and are not fully funded by a scholarship or studentship are required to pay a deposit when accepting an offer to secure their place. Details of the <u>deposit scheme and terms and conditions are available</u> online.

## Withdrawal

- 71. The College is required to withdraw sponsorship of a student's Student 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 discontinued, or the student withdraws or commences a break in study;
  - c. successful completion of programme of study in a shorter period than originally planned.
- 72. Refunds will be made to students in accordance with the <u>College's Fees Policy</u>, <u>Student</u> <u>visa Deposit Terms and Conditions</u> and/or these terms and conditions
- 73. If a student chooses to withdraw from their studies or if a student's registration is discontinued 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**

- 74. Unless an international student receives further leave to remain in the UK, they should complete their programme of study within the timeframe of their existing visa.
- 75. If a student's Student visa expires before their programme of study is completed and they need to apply for a new visa to complete their studies, the College will assign a new Confirmation of Acceptance of Studies (CAS) to enable them to apply for UK entry clearance/leave to remain as a Student visa student, provided that they satisfy the conditions set out in the <u>CAS Terms and Conditions</u>.



# Registration

- 76. New students: all international students who are sponsored on a Student visa must follow the procedure for registration outlined on the College's website.
- 77. 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. The College will contact students three months in advance of their visa expiry date and request either evidence of the new visa, evidence of a new in-time visa application, or evidence that they have left the UK. Students who fail to provide this information will be placed on a break in studies until the issue is resolved and ultimately withdrawn. If students are withdrawn after failing to provide this information, they may be liable for a refund as per the <u>Fees Policy and/or these terms and conditions</u>.
- 78. Continuing students who have been issued with a second CAS must provide proof confirming submission of the visa application and evidence of outcome of the application. This will be either in the form of a sharecode to confirm their eVisa status, or the visa refusal letter.

# Consent

79. Occasionally the College will need to contact the Home Office to clarify details of outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, the student expressly consents to giving permission to the College to contact the Home Office on their behalf and for the Home Office to release information to College.

Date of update: 20<sup>th</sup> May 2025 Overseeing Committee: University Executive Board

Latest update: May 2025 Date of next review: March 2026 Owner: Director of Registry SLT owner: DVC Education and Student Experience Committee oversight: University Executive Board



# APPENDIX 1 CANCELLATION FORM (TO BE USED PRIOR TO ENROLMENT. AFTER ENROLMENT YOU SHOULD USE THE WITHDRAWAL PROCESS VIA MYBIRKBECK)

Name of programme of study:

Programme of study code:

# **Confirmation of details**

4	<b>F</b> 11	I
1.	Full name:	
2.	Address:	
3.	Postcode:	
4.	Country:	
1.	country.	
5.	Email Address:	
6.	Student number:	
0.		
7.	Date of Acceptance of offer:	
8.	Have you paid any tuition fees or	
0.	deposits (as applicable)? If yes,	
	please provide details:	
9.	Date of payment for tuition fees or	
	deposits (as applicable):	
10	Method of payment for tuition fees	
	or deposits (as applicable):	

# **Confirmation of cancellation**

To Birkbeck, University of London:

I hereby give notice that I wish to cancel my contract with Birkbeck for the supply of educational services for the above-named programme of study.



Signature (if form being sent by post): .....

Date: .....

## **Return form to:**

Email: admissions@bbk.ac.uk

Postal address: Admissions, Registry Services, Birkbeck, University of London, Malet St, London WC1E 7HX