

## **Student Terms and Conditions**

### **1. Introduction**

1.1 A contract between you and the British Institute of Technology Ltd trading as the British Institute of Technology, England (“Institute”) is formed when you accept an offer of a place at the Institute.

1.2 These terms and conditions set out the basis of your contractual relationship with the Institute.

1.3 These terms and conditions comprise part of the contract between you and the Institute about your course of study or research. The other parts of the contract are:

- 1.3.1 any documents, policies or procedures referred to in these terms and conditions;
- 1.3.2 any document setting out the Institute’s offer to you (whether the offer is made directly by the Institute or indirectly by UCAS or another authorised agency); and
- 1.3.3 your enrolment form.

1.4 Consumer Protections Law, The British Institute of Technology Ltd complies with the consumer protection law and we have mechanism to monitor and ensure compliance with consumer protection law. The Consumer Rights Act 2015 was introduced to simplify, strengthen and modernise the law, giving customers clear guidance on rights.

### **What should you expect?**

The Consumer Rights Act requires all products and service must be of satisfactory quality, fit for purpose and as described.

The rules also include digital content in this definition. So all products and services - whether physical or digital - must meet the following standards:

- 1. Satisfactory quality
- 2. Fit for purpose
- 3. As described

1.5 Together these form the entirety of the agreement between you and the Institute relating to your course and replaces any other undertakings or representations (“Agreement”).

## **2 Enrolment**

2.1 Enrolment is the process whereby you officially become a student of the Institute. The enrolment process requires you to:

- a) Ensure that the Institute has the correct personal details for you;
- b) Provide proof of your qualifications and fee status;
- c) Agree to abide by the Institute's regulations and policies;
- d) Pay your tuition fees/confirm who is paying your tuition fees.

2.2 You must enrol with the Institute at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the Institute, in order to continue your course of study and maintain your student rights and privileges.

2.3 You will be entitled to re-enrol for subsequent academic years provided that:

- (a) you have paid the tuition fees;
- (b) you have not been withdrawn from the Institute;
- (c) you have met the relevant progression requirements for the previous years of your course.

## **3 Cancellation before Enrolment**

3.1 You have a right to cancel this Agreement within 14 days of your acceptance of an offer of a place to study at the Institute ("Cancellation Period"). You do not have to give a reason for cancellation.

3.2 You must inform the Institute of your decision to cancel within the Cancellation Period by writing to:

Admissions Office, British Institute of Technology, England, 252-262 Romford Road, London E7 9HZ or email the Institute's Admissions Office at [info@bite.ac.uk](mailto:info@bite.ac.uk)

3.3 If you call to inform the Admissions Office of your decision to cancel the offer of a place to study at the Institute, you must also confirm in writing either by email or letter.

3.4 If you applied to the Institute via UCAS, you will receive a notification of the cancellation through UCAS. If you applied directly to the Institute, we will notify you of the cancellation in writing by email or letter address to your correspondence address.

## **4. The Institute's obligations to you**

4.1 The Institute will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant specification and publication for the appropriate academic year.

4.2 The Institute will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:

- (a) Library and suitable learning resources, including online learning resources;

- (b) IT infrastructure;
- (c) Pastoral support;
- (d) Confidential disability advice and support (see clause 9 for further details) and
- (e) Careers, employability and placement advice and support (see clause 12 for further details).

## **5. How we communicate with you**

5.1 When you enrol we will create a student email account for you. The Institute will use this account to communicate with you and it is important that you check your inbox regularly.

5.2 The Institute will communicate with you via a variety of channels including letter, email and online notices on Institute VLE and the Student Portal. You should ensure that you keep your details up-to-date through email and also that you check Institute VLE and the Student Portal regularly.

## **6. Changes to your course**

6.1 In order to ensure that the Institute's courses remain current and relevant, they are subject to regular review in association with the validating university. The Institute may from time to time, need to amend modules, course content or the way that these are delivered, in order to:

- (a) Comply with changes in the law;
- (b) Comply with the requirements of the Institute's validating body, regulators and accrediting bodies;
- (c) Make updates to reflect best practice and academic developments for the benefit of students;
- (d) Adjust it as a result of staff changes; or
- (e) Improve course quality in response to student or external examiner's feedback.

6.2 Where changes are necessary, the Institute will give you reasonable notice of the changes, which will include details of why the change was necessary, and what has changed. The Institute will take all reasonable steps to minimise disruptions to students.

6.3 Below is an indicative but not exhaustive list of changes that may be necessary:

- (a) to alter the timetable, location, and number of classes of your course;
- (b) to make reasonable variations to the content and syllabus of your course including in relation to placements, to ensure that the course remains current and relevant.

### **Material changes**

6.4 Where there are material changes to your course, the Institute will:

- (a) Use its reasonable endeavours to inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- (b) Consult you on the changes and give you an opportunity to provide feedback;
- (c) Take account of your feedback in our decision and will attempt to minimise any adverse impact on you;

(d) If necessary and appropriate, explore with you the opportunities for transferring to another course either at the Institute or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.

6.5 Material changes may include:

- (a) Change of core modules;
- (b) Change to overall course aims;
- (c) Change to module credit value;
- (d) Change to method of delivery;
- (e) Discontinuance of a course;
- (f) Combining courses of study;

6.6 If between the time of your acceptance of an offer and before enrolment the Institute discontinues, or makes fundamental changes to your course, and you do not wish to accept the replacement course and have notified the Institute, we will reimburse you for any tuition fees and/or deposits paid by you.

## **7. Your obligations to the Institute**

7.1 As a student member of the Institute community, you agree to behave respectfully to all other members of our community.

7.2 You must familiarise yourself with and adhere to all Institute regulations, policies and codes of practice that are published on the Institute's website and as revised from time to time.

7.3 You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Institute).

7.4 You must abide by the Institute Academic Regulations which are available online. These describe the academic regulatory framework of the Institute and give information about the requirements for awards. They include important information about academic performance and requirements for continued study.

7.5 You are expected to take responsibility for your studies including attending all scheduled teaching, examinations and submission of assessments.

7.6 You must comply with your obligations as outlined in the Student Charter and the Student Code of Conduct which are available online. The Student Charter and Student Code of Conduct contain important information about the expectations that the Institute has of you as a student and the relevant procedures and processes to be followed.

7.7 You will take reasonable care of yours and others health and safety within the Institute community and will co-operate with the Institute in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the Institute.

## **8. Fees and Payment**

8.1 The Institute charges tuition fees for delivery of its courses (“Tuition Fee”). You will be informed of your Tuition Fee as part of your offer letter.

8.2 You are bound by the Institute’s Fee Policy which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Fee policy is available online.

8.3 You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the Institute you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Institute in accordance with the Fee Policy.

8.4 The Institute reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index (“RPI”) annual rate of inflation.

8.5 If you do not pay the Tuition Fees in accordance with the Institute’s Fee Policy, the Institute reserves the right to withhold your results and to not permit you to graduate.

8.6 The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course for example chef uniform, additional course materials (this is not an exhaustive list)(“Additional Fees”). Where there are any Additional Fees or charges, you will be informed of these in your offer letter.

## **9. Disability Support**

9.1 If you have additional support needs, you are responsible for contacting the Institute welfare officer. Any information you provide will be treated as strictly confidential.

9.2 You are encouraged to contact the welfare officer as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

## **10. Attendance and assessment**

10.1 In order to succeed on your course you will need to attend scheduled classes. The Institute will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.

10.2 You must submit assessments as required and as outlined in your module study guides. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.

## **11. Placements**

11.1 If you are on a course with an integrated placement, the Institute will provide help and support for you to obtain a placement. However, it is your responsibility to secure a placement which must be approved by the Institute.

11.2 If you fail to secure a placement, you will be able to continue your studies by transferring to a course without the placement.

## **12. Criminal Convictions**

12.1 When you apply to the Institute, you must disclose any unspent criminal convictions. The Institute will consider whether such convictions are compatible with membership of the Institute and, in particular, with a place on your course.

12.2 A Disclosure and Barring Service (“DBS”) check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children.

12.3 Once enrolled as a student, you must inform the Institute immediately of any criminal charges or convictions received. Consideration of criminal convictions will be undertaken according to the Student Disciplinary Regulations or the Fitness to Practise Regulations where you are on a course leading to professional registration (both available online here).

12.4 Failure to disclose any relevant criminal convictions could lead to termination of this Agreement by the Institute under clause 19.

## **13. Insurance**

13.1 The Institute has appropriate public liability insurance. It will also provide insurance for any fieldtrips you undertake with the Institute. However you should ensure that you insure your personal belongings which are brought into the Institute at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on overseas placement.

## **14. Collection and processing of Data**

14.1 By accepting an offer of a place at the Institute and entering into this Agreement you understand that the Institute and its partners or agents will process your personal data in order for the Institute to meet its obligations to deliver education services to you under this Agreement.

14.2 The Institute complies with its GDPR policy for more details see <http://www.bite.ac.uk/about/academic-registry/>

14.3 The Institute needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Blackboard our virtual learning environment, and other systems) and financial data.

14.4 The data will be processed in line with the Data Protection Act 1998 (including successor legislation), the Institute's Data Protection Policy, GDPR and the Student Data Privacy Notice available online.

14.5 Your enrolment forms the contract and the legal basis for processing your sensitive personal data which comprises your ethnicity, sexual orientation and any relevant criminal convictions. Provision of this information is optional other than relevant criminal convictions which you must disclose. This data will be used as outlined in the Student Data Privacy Notice.

14.6 The Institute uses learning analytics to support you in your studies. This means that the Institute uses data about you including your age, ethnicity and gender and also your study behaviours drawn from your attendance and usage of the Institute's virtual learning environment (VLE) to predict which students may need additional support.

#### **Disclosure to HEI, Statutory/Public Third parties**

14.7 The Institute is required to disclose information to the validating university as per the validation agreement and by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the Institute may disclose student personal data to (indicative not exhaustive list – for further detail see Student Data Privacy Notice):

- As per the validation agreement for your course with the university partner data will be shared in line with the university regulation.
- The Higher Education Statistics Agency (individualised statutory returns made by all Universities and Higher Education Institutes)
- The National Students Survey, the Destination of Leavers in Higher Education survey, and other processes intended to enhance the student experience
- Student Loans Company (student loans)
- UK Home Office
- OfS
- Department for Education

14.8 Upon graduation you will be invited to join the Institute's alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at [alumni@bite.ac.uk](mailto:alumni@bite.ac.uk)

## **15. Intellectual property**

### **Undergraduate Students**

15.1 All intellectual property rights developed by undergraduate students as part of their course normally belong to you the student ("Student IP") subject to certain exceptions, full details of which can be found in the policy governing intellectual property which can be accessed online.

15.2 You agree to grant the Institute a continuing, royalty-free, irrevocable, transferrable and nonexclusive worldwide licence to use your Student IP, including the right to sub-licence, for the purposes of teaching, research, internal administration and other non-commercial use.

15.3 The Institute may use Student IP for commercial purposes. In such circumstances, you will be entitled to a royalty and the amount will be determined under the Institute's IPR Profit share scheme as set out in the Undergraduate Student Intellectual Property Rights Policy.

15.4 Where the Institute makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

### **Postgraduate Students**

15.5 All intellectual property rights developed by postgraduate students during the course of your studies and/or research will belong to the Institute ("BITE Postgraduate Student IP"). For further detail please see Postgraduate Student Intellectual Property Rights Policy available online.

15.6 You will be required to assign all BITE Postgraduate Student IP to the Institute. In return you will be entitled to a share of any profit generated from the BITE Postgraduate Student IP in accordance with the Institute's IPR Profit share scheme and Postgraduate Student intellectual Property Rights Policy.

15.7 The Institute will grant a non-exclusive royalty free license to you of the BITE Postgraduate Student IP generated by you for the duration of your registration at the Institute.

## **16. Feedback and Complaints**

16.1 We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys and the Course Committee to help us improve our services to you.

16.2 Should you wish to make a complaint the Institute has in place policies which sets out how complaints may be made.

16.3 If you are an applicant to the Institute, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the Admissions Policy available here.

16.4 If you are an enrolled student of the Institute and you have an issue with your course or a particular service, you should raise this in accordance with the Student Complaints Policy (available here) which comprise three stages to the complaint process, stage 1) Informal Resolution, stage 2) Formal Complaints Procedure and stage 3) Review.

16.5 If the complaint remains unresolved after exhausting the Institute's internal complaints procedures, you can then apply to the validating body and then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA") which can be found <http://www.oiahe.org.uk/>

## **17. Student Representation**

17.1 At the induction each year a student president and vice president is selected by the students who attend the induction. The student president is self-nominated and his or her credentials are shared at the induction for fellow students to choose the student president and vice president. As teaching start a class rep is nominated by each class to represent the class at the student welfare meeting and the BITE Student Body (BSB) that is chaired by the student president. The student president has a permanent membership at the Student Welfare Committee, Programme Committee, Academic Board and The Council. Where s/he cannot attend the meeting the vice president or student rep is nominated by the BSB. If you wish to nominate yourself please send your cv and brief information why you want to be the student president or vice president or class rep to [info@bite.ac.uk](mailto:info@bite.ac.uk)

## **18. Limits on the Institute's liability to you**

18.1 This clause sets out the limits of the Institute, its officers, employees or agents, legal liability to you. The Institute is responsible to you for any direct foreseeable loss and damage caused as a result of its failing to carry the obligations under this Agreement to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.

18.2 Nothing in this clause limits liability arising from:

- (a) Death or personal injury caused by the negligence of the Institute or its officers, employees or agents; or
- (b) Fraud or fraudulent misrepresentation.

18.3 The Institute and its officers, employees or agents shall not be liable, and expressly exclude liability to the fullest extent by law for:

18.3.1 any loss, theft, misuse or damage to your property, including without limit any motor vehicle, cycle, equipment or such other personal belongings whilst such property is on Institute premises;

18.3.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;

18.3.3 death or personal injury that is not caused by negligence of the Institute or its officers, employees or agents; and

18.3.4 changes to law that require a change of these terms and conditions.

18.4 Although the Institute will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by the Institute at your own risk. The Institute shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the Institute, including any contamination of software or loss of files.

18.5 The Institute will not be in breach of this Agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this Agreement if such delay or failure is due to events outside the Institute's control which could not have been foreseen or prevented even if we had taken reasonable care. Events outside our control include but are not limited to strikes and industrial action, staff illness, significant changes to Higher Education funding, severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances, the Institute reserves the right to cancel, delay or change part or all of your course.

## **19. Termination of Agreement**

### **By You:**

19.1 You may withdraw from your course and terminate this Agreement at any time. To withdraw from the course you must give notice, in writing to the Institute. You should contact your programme leader and administrative office to initiate the process for withdrawal.

19.2 You will be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the administrative office.

19.3 If you withdraw part way through your Course you must pay the Tuition Fees up until the point you communicate your withdrawal.

19.4 Any refund which may be due to you will be in accordance with the terms of the Tuition Fee Policy.

### **By the Institute:**

19.5 The Institute may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:

- (a) You or your sponsor fail to pay the Tuition Fees;
- (b) You failed to meet the conditions of the offer made to you;
- (c) You provided false, incomplete, inaccurate or misleading information in your application to the Institute or at any other time;
- (d) Action has been taken against you in accordance with the Institute's disciplinary or fitness to practise procedures;
- (e) You fail to meet the Institute's progression or award requirements;
- (f) You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;
- (g) Your behaviour represents a serious risk to the health, safety or welfare of

yourself or others; or  
(h) You materially breach these Terms and Conditions.

19.6 You have a right to submit an internal appeal of the Institute's decision to terminate the Agreement under the Student Complaints Procedure or the Appeals Regulations as appropriate.

### **Consequences of termination**

19.7 If at any time this Agreement terminates:

19.7.1 the Institute shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);

19.7.2 the Institute shall be entitled to require you to stop studying on your course and to leave the Institute immediately (if, at the date of termination, you have enrolled);

19.7.3 you are required to return to the administrative office your Student Identification Card issued to you on enrolment, together with all property owned by the Institute;

19.7.4 you must pay all outstanding fees immediately;

19.7.5 any contract you have for third party accommodation will terminate in accordance with its written provisions.

## **20. Notices**

20.1 Any notice given under this Agreement will be in writing.

20.2 The Institute will send any notice to you either by email to your Institute email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address/home address. You must keep your details up to date via email at [info@bite.ac.uk](mailto:info@bite.ac.uk)

21.3 You must send any notices either by post to the British Institute of Technology, England, 252-262 Romford Road, London E7 9HZ or by email marked for the attention of the head of administration at [info@bite.ac.uk](mailto:info@bite.ac.uk)

## **21. General**

21.1 Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

22.2 These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.

22.3 Only you and the Institute are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.

22.4 Failure or delay by you or the Institute to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the Institute from taking steps to enforce that or any other provision.

22.5 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

#### 22.6 Data Archiving

The data is held at the institute in accordance to the archiving policy available at <http://www.bite.ac.uk/about/academic-registry/>

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