

# Terms and Conditions

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## Document Version Control

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These Terms and Conditions will be reviewed annually by our Senior Management Team. Any amendments require the approval of our Senior Management Team.

## 1. Scope

This document sets out the Terms and Conditions which form part of the contract between: (1) Bloomsbury Institute Limited; and (2) an applicant who has accepted an offer of a place on a course.

**NOTE:** The [Student Protection Plan](#)<sup>1</sup> sets out a number of risks that could result in an interruption to the studies of current students or a delay in the start of studies of prospective students. If a risk occurs, the Plan sets out: (i) the support we will provide to minimise the impact; and (ii) (where applicable) any right to a refund of tuition fees and the payment of compensation.

Any tuition fee refunds and payment of compensation that become due under the Student Protection Plan do not affect: (i) any rights under these Terms and Conditions; and (ii) any other legal rights.

### 1.1 Tuition fees

The tuition fees for all our courses are published on our website:

[www.bil.ac.uk/courses/fees/](http://www.bil.ac.uk/courses/fees/)

The published tuition fees apply to specified start dates. Tuition fees may increase for subsequent start dates. If you defer your start date or restart a course having been withdrawn, or transfer your course after the first year, you will be charged the tuition fees that apply to the new start date. The published tuition fees for courses which extend beyond one year set out:

- The annual tuition fees; and
- The total tuition fees payable over the duration of the course, if you complete the course by the expected date of completion.

There will be no increase to the annual tuition fees payable over the duration of the course provided you complete the course within 12 months of the expected date of completion.

If you do not complete the course within 12 months of the expected date of completion, your annual tuition fees may increase for any subsequent year studied beyond this date. In such circumstances any increase will be limited to the UK's latest published annual rate of inflation (using Consumer Price Index (CPI)).

Tuition fees are subject to change in accordance with government regulations and fee limits. Students will be notified in advance of any changes to their tuition fees.

## 2. The contract

If your application has been successful, you will receive an offer letter from us, outlining the terms of the offer and any requirements/conditions that you need to satisfy. The requirements/conditions you need to satisfy may alternatively (or additionally) be set out in your online applicant portal. This letter constitutes your formal offer of a place to study at Bloomsbury Institute.

By accepting our offer, you are also accepting these Terms and Conditions that will form a part of the contract and confirming that all of the information and documents you have submitted as part of your application is truthful, complete and accurate.

Other than in accordance with the [Admissions Policy](#)<sup>1</sup>, you cannot complain or appeal against the outcome of a selection decision.

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<sup>1</sup> <https://www.bil.ac.uk/qem/policies/>

**Note:** The Student Protection Plan is approved by the Office for Students.

We reserve the right to withdraw any offer made and reject any subsequent application from you if any of the information or documents you have provided are found to be false, incomplete or inaccurate.

If you require a visa to study in the UK, we can withdraw any offer made prior to the issuing of a Confirmation of Acceptance for Studies (CAS) if we have any concerns about: whether you are a genuine student; whether you can satisfy the UK Visas and Immigration (UKVI) requirements for the issuing of a Student visa; your academic ability; or your English Language proficiency.

If you require a visa to study in the UK, you authorise us to contact UKVI regarding your immigration history and any other matters.

You authorise us to contact your referee for the purpose of evaluating your application.

You authorise us (whether directly or through a third party such as Qualification Check) to contact your awarding body or educational provider (e.g., school, college or university) to verify that your qualifications and transcripts (including any English Language qualifications) are genuine. You authorise any awarding body or educational provider to release this verification information to us or any third party instructed by us.

You authorise us (whether directly or through a third party) to undertake verification checks with regards to any information or documents that are provided as part of your application (e.g., your passport). You authorise any body or person to release this verification information to us or any third party instructed by us.

If you apply for a loan through The Student Funding Company, or any other loan company, you authorise us to share your data and information with The Student Funding Company or any other loan company, and for The Student Funding Company to share details of your application with us (to include whether your application is declined or approved).

At enrolment (and, where applicable, during the application process), you will be required to present proof of your identity, proof of address, original copies of all qualifications listed on your application and details of how you intend to fund your course.

## 2.1 Students requiring a visa to study in the UK

If you are an international applicant, you will need to apply for a Student visa and gain entry clearance to study in the UK before you travel.

We will issue you with a Confirmation of Acceptance for Studies (CAS) to enable you to make a Student visa application once all the conditions of your offer have been satisfied (and provided we have not withdrawn your offer under **Clause 2** above), and upon payment of the Tuition Fee Deposit. We will not charge you for issuing the first CAS. If you require a further CAS, and you are eligible for this, there will be a charge of £250 for each additional CAS issued. We will only issue up to a maximum of 2 CASs.

When you apply for your visa, you will need to submit to the UKVI the documents that we approved for the issuance of your CAS.

You will find information about the visa process, how to apply and which documents you will require on the UKVI website ([www.gov.uk/student-visa/apply](http://www.gov.uk/student-visa/apply)). We have also put together a student guide to take you through the visa application, which we will share with you when we issue the CAS. You are encouraged to regularly check the UKVI website in the event of any changes to the requirements. You can also contact our UKVI Compliance Team at [visa.compliance@bil.ac.uk](mailto:visa.compliance@bil.ac.uk) or +44 (0)20 7078 8840 if you have any questions or if you require assistance with your visa application.

If you require a Student visa, you must pay a minimum Tuition Fee Deposit before the Confirmation of Acceptance for Studies (CAS) can be issued. The amount of the Deposit will be stated in your offer letter. The full course fee will also be stated in your offer letter. Both the deposit paid and the Year 1 course fee will be stated on the CAS. You are expected to pay any outstanding balance as shown on the CAS in accordance with these Terms and Conditions.

When you apply for a place on one of our courses, you are giving us permission to discuss your immigration matters with the UKVI.

It is your responsibility as a student to ensure that you comply with the conditions of your visa and maintain valid leave to study in the UK for the duration of your course.

Your enrolment may be suspended or cancelled if you fail to comply with the conditions of your visa, if you fail to engage with your course, or you cannot demonstrate your entitlement to study in the UK.

Upon enrolment, you agree to:

- Provide us with your UK contact details (address, telephone number and email address) and to keep these up to date as necessary
- Attend all scheduled classes, unless there are exceptional circumstances that prevent you from attending (and we subsequently need to authorise your non-attendance), in which case you must inform not only our UKVI Compliance Team and provide any evidence as requested through the Student Self-service Portal (SSP)
- Inform our UKVI Compliance Team of any change in your immigration status or changes in personal circumstances which could affect your permission to stay in the UK
- Provide evidence that you have left the UK or have transferred to another university or changed your visa status, if you leave before the end of your course.

If you require a Student visa to study in the UK, we are required to report to the UKVI instances of you failing to attend your classes, change of course or discontinuation of study and any other changes to your personal circumstances which could affect your permission to stay in the UK. Failure to adhere to these Terms and Conditions may lead to us withdrawing you from your course and informing the UKVI that we are no longer sponsoring your Student visa.

## 2.2 Your right to cancel

If we make you a conditional or unconditional offer of a place on one of our courses, and if you accept the offer of a place, you have the right to cancel the contract within 14 calendar days of the date you accept the offer. Such cancellation must be made in writing in line with our [Withdrawal, Study Break/ Suspension of Studies and Deferral Policy<sup>2</sup>](#). If you cancel the contract within this 14-day period, no tuition fees or other financial charges will be payable. Any tuition fees or other financial charges which have been paid will be returned to the originator in full within 14 calendar days of our receipt of your written cancellation.

## 2.3 Our right to withdraw a course

If we make you a conditional or unconditional offer of a place on one of our courses, this offer is subject to the recruitment of a minimum number of students to make delivery of your course viable from an educational perspective.

We have the right to withdraw a course (even after you have accepted an offer and paid a Tuition Fee Deposit) if this minimum number of students has not been recruited, or for any other reason, provided you are notified no later than three calendar months prior to the course's advertised start date.

In these circumstances, we will refund all tuition fees paid. We will accept no responsibility for any other losses which you might incur.

We will seek to make you an offer for an alternative course where possible.

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<sup>2</sup> <https://www.bil.ac.uk/qem/policies/>

## 2.4 Our right to change the awarding body

Provided you are notified no later than six calendar months prior to the course's start date, we are entitled to substitute an alternative awarding body of similar standing in place of the published awarding body for any of our courses. In these circumstances, you will be entitled to cancel the contract within 14 calendar days of the date we inform you of this change and we will refund all tuition fees paid. Such cancellation must be made in writing.

## 2.5 Our right to make changes to course content and structure

We are entitled to make changes to the published course content or structure. You will be informed of any major and significant changes to the published course content or structure no later than six calendar months prior to the course's advertised start date. In these circumstances, you will be entitled to cancel the contract within 14 calendar days of the date we inform you of any major and significant changes and we will refund all tuition fees paid. Such cancellation must be made in writing.

Any major and significant changes that are made to the course once you have enrolled, must be approved in accordance with our policies and procedures (which requires consultation with students). Any major and significant changes can only be introduced at the start of an academic year. You will be informed prior to the start of the academic year of any major and significant changes so that you can decide whether or not you want to continue on the course the following academic year. If you decide you do not want to continue, you will be liable for all tuition fees up to (but not including) the following academic year.

## 2.6 Our right to cancel your application, withdraw an offer or withdraw you from the course

By making an application, you confirm that all information and documents provided as part of your application are true, complete and accurate and that none of the information requested or other material information has been omitted. If you supply any false, incomplete or inaccurate information or documents, we reserve the right to: (i) cancel your application; (ii) withdraw any offer of a place; or (iii) withdraw you from the course if you have started the course. If we withdraw you from the course after 14 calendar days from the course's advertised start date, you may be liable for the entire year's tuition fees.

An offer of admission is valid only for the specific intake stated in the offer letter. Acceptance of an offer does not guarantee admission to any future intake. If you wish to defer or reapply for a later intake, your application will be subject to a new assessment and review against the entry requirements, selection criteria, and availability applicable at that time.

Our [Engagement Policy](#)<sup>3</sup> stipulates that students are required to attend all timetabled classes unless there are exceptional circumstances that prevent a student from attending a class (that we authorise).

Students normally register their arrival at classes electronically using our Attendance Monitoring System. Students are required to fully participate with the system and as such, applicants are assumed to agree to this system when accepting their offer of a place on one of our courses. We do not accept any misuse of our attendance system, such as a student registering the attendance of another. .

Our [Engagement Policy](#)<sup>4</sup> provides details on when students will be withdrawn. International students are subject to additional monitoring, in line with our Student Sponsor obligations. If a student is only provisionally enrolled on the course or fully enrolled but has not attended in the first two weeks, we will de-register the student.

For information relating to any applicable tuition fee charges and refunds if we withdraw a student from a course, see **Section 9** below.

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<sup>3</sup> <https://www.bil.ac.uk/qem/policies/>

<sup>4</sup> <https://www.bil.ac.uk/qem/policies/>

## 2.7 Requesting a deferral

If you have accepted an unconditional offer of a place on one of our courses, you can request a deferral for a maximum period of 12 months. This 12-month period starts from the date of the original advertised start date for the course, as per your original offer. You will be required to satisfy any changes to the entry criteria and you will be liable to pay the tuition fees which prevail at the date you actually start the course. Your application will be subject to a new assessment and review against the entry requirements, selection criteria, and availability applicable at that time. Additional information is contained within our [Withdrawal, Study Break/ Suspension of Studies and Deferral Policy](#)<sup>5</sup>.

## 3. Tuition fees: new students

The exact amount of your tuition fees will be stated on your offer letter. Our published tuition fees include the following:

- All tuition, including access to academic and non-academic support provided through our Academic Division and our Centre for Student Engagement, Wellbeing and Success.
- Registration and examination fees (i.e. you do not pay any additional tuition or examination fees to any external institution).
- Access to our online Virtual Learning Environment (VLE).
- Access to the library (including borrowing rights) of Birkbeck College, University of London for students who are fully enrolled.
- If applicable to your course, access to eBooks; students may be required to purchase additional textbooks.
- An Eduroam account which will provide access to WiFi throughout all Bloomsbury Institute's facilities and Birkbeck College teaching facilities where available.
- Any taxes that may be payable.

**Note.** The above is subject to you being fully enrolled, both academically and financially.

### 3.1 Tuition Fee Deposit: Self-funded students

If you do not require a visa to study in the UK, and if we make you an offer of a place on one of our courses and your tuition fees are not covered by a loan from the Student Loans Company (SLC) or another approved loan provider or approved sponsor with whom we have agreed different payment terms, you are required to pay a Tuition Fee Deposit equal to 50% of the total fees payable for the first year of your course within 14 calendar days of accepting the offer. If we make you a conditional offer (and if you accept the offer), the Tuition Fee Deposit only becomes payable within 14 calendar days of you having satisfied all the conditions.

If you require a visa to study in the UK, if we make you an offer of a place on one of our courses, you will be required to pay the Tuition Fee Deposit as stipulated in your offer letter before we issue your CAS. This Tuition Fee Deposit must be paid irrespective of how your fees are being paid.

See **Section 3.2** below for payment options.

See **Section 4** below if your tuition fees will be paid through the Student Loans Company (SLC).

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<sup>5</sup> <https://www.bil.ac.uk/qem/policies/>

### 3.1.1 Refund of Tuition Fee Deposit

The Tuition Fee Deposit is **not refundable**, except in the following circumstances:

- Subject to the exceptions set out below, if you are an international student and your Student visa application is rejected in writing by the Home Office/UKVI. Should your Student visa application be rejected, you must provide us with the following documentation before a refund of the Tuition Fee Deposit will be considered:
  - A copy of the Visa Rejection Notification from the Home Office/UKVI; and
  - A request in writing with your original signature. The refund request must be made no later than 28 calendar days after the course's advertised start date.
- In the event of the following circumstances:
  - you exercise your right to cancel the contract in accordance with **Section 2.2** above;
  - we withdraw your course in accordance with **Section 2.3** above;
  - we substitute the awarding body for your course, and you cancel the contract in accordance with **Section 2.4** above;
  - we make major and significant changes to your course, and you cancel the contract in accordance with **Section 2.5** above; or
  - you are entitled to a refund under the provisions set out in the Student Protection Plan.

The Tuition Fee Deposit will not be refunded if:

- you are found to have used fraudulent documents to support your application for a place on a course or to support a student visa application;
- you failed to disclose something in your application for a place on a course or in your student visa application.
- your student visa application is submitted too late to be processed in time or via the incorrect service
- you failed to attend your scheduled UKVI interview
- your student visa application is rejected due to a failure to submit documents which had previously been approved, or a submission of any documents which had not been approved, by our UKVI Compliance Team.
- upon arrival in the UK, you fail to enrol for any reason (note: you would be reported to the UKVI as a non-enrolment).
- upon arrival in the UK, you switch immigration category (e.g. asylum) and do not continue your studies

## 3.2 Payment of tuition fees

Where applicable, you must pay the Tuition Fee Deposit in accordance with **Section 3.1** above.

The following tuition fee payment options are available for the balance of your tuition fees for the first year of your course:

- You may pay the balance of your tuition fees for the first year of your course at least 60 calendar days before the course's advertised start date to qualify for a discount of 7.5% off the balance; or
- You may pay the balance of your tuition fees for the first year of your course interest-free by no later than the course's advertised start date of the second term for the first year; or
- You may pay the balance of your tuition fees for the first year of your course by up to 6 equal interest-free monthly instalments starting the first of the month following the course start month; or
- You may pay the balance of your tuition fees for the first year of your course in 2 equal interest-free monthly instalments starting the first of the month following the course start month; or
- You may pay the balance of your tuition fees for the first year of your course by an interest-bearing student loan provided through The Student Funding Company<sup>6</sup> by 9 monthly instalments for undergraduate courses (including Top-up courses) or by 12 monthly instalments for postgraduate courses, starting the first of the month following the course start date.

**Note:** Instalments are to be paid via direct debit through our approved provider GoCardless.

## 4. Student Loans Company (SLC) Funding

If you are a national of the UK or an Irish citizen, provided you have lived in the UK for three years prior to the start of the course, and you accept a conditional or unconditional offer for one of our courses you may be eligible to apply to the Student Loans Company (SLC) for a loan to cover your tuition fees, subject to satisfying the eligibility criteria. The same may also apply to EU nationals who were lawfully resident in the UK before 31 December 2020, and who will generally have applied for (and subsequently been granted) settled or pre-settled status under the EU Settlement Scheme before 30 June 2020.

If your loan is approved, we will receive your tuition fees directly from the SLC. If, by no later than the published start date of your course you provide us with written confirmation from the SLC that your loan has been approved, you will not be required to pay the Tuition Fee Deposit (see **Section 3.1** above). If you do not provide us with this written confirmation, you will be liable to pay the full tuition fees for that academic year in accordance with **Sections 3.1 and 3.2** above.

Further information about the SLC is available at:

[www.slc.co.uk](http://www.slc.co.uk)

If your tuition fees are paid through the SLC you will not be required to pay any additional tuition fees other than those paid to us through the SLC, although you will be personally liable for other financial charges as set out at **Section 6.1** below. We will not make any refund of any tuition fees received through the SLC unless such request is received directly from the SLC (and all such refunds will be paid directly to the SLC).

If for any reason the SLC does not pay any part of your tuition fees, you will be liable to pay any outstanding balance in accordance with **Sections 3.1 and 3.2** above.

## 5. Tuition fees: Current/continuing students

If you have completed one year of study with us, you are classified as a continuing student for tuition fee purposes.

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<sup>6</sup> The Student Funding Company is fully regulated by the UK's Financial Conduct Authority as a provider of student loans. Other student loan options are available.

## 5.1 Continuing students: SLC

If you are a continuing student and we are paid your tuition fees directly by the SLC, **Section 4** above will apply. It is your responsibility to reapply for funding in accordance with the deadlines specified by the SLC. If your tuition fees are not paid by the SLC you will be liable to pay any outstanding tuition fees in accordance with **Section 5.2** below.

## 5.2 All other continuing students

If your tuition fees are not covered by a loan from the SLC, the following tuition fee payment options are available for the next year of your course (we may agree different payment terms with an approved loan provider or approved sponsor):

- You may pay the total fees payable for the next year of your course at least 60 calendar days before the advertised start date for the next year to qualify for a discount of 7.5% off the next year's fees; or
- You may pay the total fees payable for the next year of your course by the advertised start date for the next year; or
- You may pay 50% of the total fees payable for the next year of your course no later than 30 days prior to the advertised start date of the next year and the balance of your tuition fees interest-free by no later than the course's advertised start date of the second term for the next year; or
- You may pay 25% of the total fees payable for the next year of your course no later than 30 days prior to the advertised start date of the next year and the balance by 6 equal interest-free monthly instalments to be made by direct debit; or
- You may pay the total fees payable for the next year of your course by an interest-bearing student loan provided through The Student Funding Company<sup>7</sup> by 9 monthly instalments for undergraduate courses (including Top-up courses) or by 12 monthly instalments for postgraduate courses, starting no later than 30 days prior to the advertised start date of the next year.

## 6. Other financial charges

### 6.1 Other financial charges

You may incur the following additional financial charges:

|   |   |
|---|---|
| Retake fee (i.e. the charge for retaking a module, including a dissertation)<br>[There is no additional charge for a resit/resubmission or trailed modules] | Pro rata gross annual tuition fees  |
| New or Duplicate Award Certificate  | Approximately £50 (the exact amount is set by the relevant awarding body) |
| Duplicate academic transcript   | Approximately £25 (the exact amount is set by the relevant awarding body) |
|   |   |

<sup>7</sup> The Student Funding Company is fully regulated by the UK's Financial Conduct Authority as a provider of student loans. Other student loan options are available.

|  |  |
|--|--|
| Replacement Student ID Card (physical cards)   | £10  |
| For students who are provided with access to Birkbeck College's library (see <b>Section 3</b> above), extension of access to the library beyond your expected date of completion | £200 per year (maximum) – the amount varies dependent upon the duration of access required |
| Library fines imposed by Birkbeck, University of London for late return of books (or failure to return books)  | The amount is set by Birkbeck, University of London  |
| Attending graduation ceremony  | Nominal charge/ amount set by Awarding body  |

## 7. Sanctions for late payment of tuition fees and other financial charges

If your tuition fees have not been paid in accordance with these Terms and Conditions, or if you default on a student loan through The Student Funding Company such that we do not receive payment of any part of your tuition fees, the following sanctions may be applied unless you reach an agreement for payment with the Finance Department (this list is not exhaustive):

- Right to refuse enrolment to new students
- Right to refuse re-enrolment to continuing students
- Right to remove access to Bloomsbury Institute's VLE system and any other services
- Right to withdraw new and continuing students from the course, including withdrawal of visa sponsorship for international students
- Right to transfer any unpaid/outstanding tuition fees to debt collection agents, legal or other agents to pursue
- Right to refuse the issuing of an official transcript and/or award certificate
- Right to refuse to confirm completion of the course to the UKVI for international students who are seeking to apply for the Graduate Visa
- Right to refuse attendance at graduation ceremony

With regards to the non-payment of library fines, access to the Birkbeck, University of London library will be withdrawn.

## 8. Methods of payment

When you make a payment, please quote your Student ID if it has been issued to you (your Student ID starts with the letters LON followed by a series of digits). If you are an international applicant, when making your Tuition Fee Deposit payment, you should quote your Applicant ID Number as stated on your offer letter (this Applicant ID Number usually starts with 2).

## 8.1 Bank transfers

You can pay by direct transfer to our bank account, details available on request from the Finance department.

Please quote your student ID number as a reference, or full name if you have not yet been issued with an ID number.

## 8.2 Credit card or debit card payments

You can make payments using a credit or debit card by:

- Visiting the Finance Department to use the credit/debit card terminal (you will require your PIN to use this service); or
- Making an online payment at:

[www.bil.ac.uk/courses/fees/make-a-payment/](http://www.bil.ac.uk/courses/fees/make-a-payment/)

We do not impose any additional charges for paying by credit or with debit card.

## 8.3 Convera

You can make payments using our online Convera facility:

[www.bil.ac.uk/courses/fees/make-a-payment/](http://www.bil.ac.uk/courses/fees/make-a-payment/)

This facility enables you to transfer payments through an overseas bank account. Your Student ID Number is required for the payment to be processed, if it has been issued to you. Once personal and payment details are provided, you will be provided with Convera payment instructions, which you can either print and take to a bank for payment, or use to transfer funds from an online bank account. No additional charges are imposed by Convera or Bloomsbury Institute for using this service.

## 8.4 TransferMate

For international students, TransferMate is a secure way to pay your fees in your home currency. There are no international bank charges, and you will receive a preferential foreign exchange rate. You can pay by international bank transfer, or debit/credit card.

To pay using TransferMate, use this link <https://bil-enrolly.transfermateeducation.com/>.

## 9. Refund of fees

Once you have accepted an offer of a place on one of our courses, you are liable to pay the total tuition fees payable for the whole year of the course, unless:

- you exercise your right to cancel the contract in accordance with **Section 2.2** above;
- we withdraw your course in accordance with **Section 2.3** above;
- we substitute the awarding body for your course, and you cancel the contract in accordance with **Section 2.4** above;
- we make major and significant changes to your course, and you cancel the contract in accordance with **Section 2.5** above; or

- under the provisions set out in the Student Protection Plan you are not liable to pay the total tuition fees.

If you do not require a visa to study in the UK and you withdraw within 14 calendar days of the course's advertised start date, you will only be liable to pay 50% of the total fees payable for the whole year of the course. Any fees paid in excess of this amount will be refunded. Further information is included in our Withdrawal, Study Break/Suspension of Studies and Deferral Policy at [www.bil.ac.uk/qem/section-3/](http://www.bil.ac.uk/qem/section-3/).

A refund request **must** be made no later than 28 calendar days after the course's advertised start date.

If approved, any refunds will be returned to the originating bank account. Bloomsbury Institute will not be responsible for monies not received if their payment was made via third-party companies, or if bank details provided were incorrect.

## 10. Regulations, policies and procedures

We set our own regulations, policies and procedures, which may be amended from time to time. The most recent versions can be accessed through our online [Quality and Enhancement Manual](#).

You are required to comply with all such regulations, policies and procedures, where relevant, throughout your studies. You are also required to comply with any regulations, policies and procedures that are published by any awarding body for your course. The details of any awarding body will be set out in your offer letter.

In addition, when accessing any facilities of Birkbeck, University of London, you will be required to comply with any of their regulations, policies and procedures that are applicable.

### 10.1 Academic withdrawal for non-engagement

If you fail to engage with your studies without good cause and due notice within the first term or there is poor academic performance, you may be deemed to have withdrawn from the course and your registration may be terminated with Bloomsbury Institute and (where applicable) the awarding body. If you are funded through the SLC, we will inform them of your withdrawal and this will result in the cancellation of your loan. If you are an international student who we have sponsored for a Student visa, we will inform the UK Visa and Immigration of your withdrawal and this will result in the cancellation of your visa.

If you are withdrawn for non-engagement or academic failure, you will remain liable for the full tuition fees. For further information see our [Withdrawal, Study Break/ Suspension of Studies and Deferral Policy](#).<sup>8</sup>

If you decide to voluntarily withdraw from your course, you must follow the procedures as set out in Section 3.2 of our [Withdrawal, Study Break/ Suspension of Studies and Deferral Policy](#).<sup>9</sup>

## 11. Data Protection

Students enrolling on one of our courses agree to the possible usage of their personal data as set out within these Terms and Conditions and also within our [Privacy Notice](#).<sup>10</sup>

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<sup>8</sup> <https://www.bil.ac.uk/qem/policies/>

<sup>9</sup> <https://www.bil.ac.uk/qem/policies/>

<sup>10</sup> <https://www.bil.ac.uk/qem/policies/>

## 12. Engagement monitoring

Students enrolling on one of our courses agree to have their attendance and engagement monitored. Further information is included in our [Privacy Notice](#) and our [Engagement Policy](#), both of which are available at:

[www.bil.ac.uk/gem/section-3/](http://www.bil.ac.uk/gem/section-3/)

## 13. Contact details

Each year at enrolment and re-enrolment, you will be given the opportunity to check and verify the accuracy of your personal details including your contact details. Our Academic Administration Team will also invite you to check your contact details at the end of your course.

It is essential that if, at any time, your personal or contact details change you notify the Academic Administration Team and provide any required verification (e.g. (i) name changes require originals of a deed poll or marriage certificate; and (ii) passport/visa updates require production of the original documents). Failure to do so may result in you not receiving critical information about your course, or receiving incorrect documents (e.g. if you change your name and you do not inform us and provide the verification documents, your Transcript and Award Certificate will be issued in your previous name, and you will need to pay for a new Award Certificate to be issued in accordance with **Section 6.1** above).

If you do not receive correspondence or if you fail to respond to a letter, email, telephone call or text message that we send to you because you have failed to inform us of changes, this will not be acceptable in any claim of mitigating circumstances or any appeal. It is your responsibility to keep this information up-to-date. We will use your @bil.ac.uk email address which is provided to you free of charge at enrolment as the default method of communication. Where a communication is sent to you by email, text and/or letter at the contact details we hold, that communication will be deemed to have been delivered and received by you.

## 14. Jurisdiction

This contract and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims).

## 15. The entire agreement

These Terms and Conditions constitute the entire terms of the agreement between you and us, and they override all prior agreements, terms or statements in connection with your application to undertake one of our courses and the tuition fees payable in respect thereof. None of our directors, employees or agents are authorised to make any representation or warranty not contained within these Terms and Conditions.

No variation, modification or alteration of any of these Terms and Conditions shall be of any effect unless evidenced in writing signed by or on behalf of you and Bloomsbury Institute.

However, please note that the [Student Protection Plan](#)<sup>11</sup> sets out a number of risks that could result in an interruption to the study of current students or a delay in the start of studies of prospective students. If a risk occurs, the Plan sets out: (i) the support we will provide to minimise the impact; and (ii) (where applicable) any right to a refund of tuition fees and/or the payment of compensation.

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<sup>11</sup> <https://www.bil.ac.uk/gem/policies/>

Any tuition fee refunds and/or payment of compensation that become due under the Student Protection Plan do not affect: (i) any rights under these Terms and Conditions; and (ii) any other legal rights.

## **16. Related regulations, policies and procedures**

- Admissions Policy
- Engagement Policy
- Privacy Notice
- Withdrawal, Study Break/Suspension of Studies and Deferral Policy
- Student Protection Plan
- Course Approval, Withdrawal and Suspension Policy
- International Sponsored Student Guide

## **17. Review of the Terms and Conditions**

These Terms and Conditions will be reviewed annually by our Senior Management Team. Any amendments require the approval of our Senior Management Team.

## **18. Contact**

If you have any questions relating to these Terms and Conditions, please email:

[Fees@bil.ac.uk](mailto:Fees@bil.ac.uk).

## Appendix A: Glossary

### **Awarding body**

A body which may grant academic awards. Degree awarding bodies are a type of awarding body, but there are many others. If an organisation acts as an awarding body, then it is responsible for any awards it grants.

### **CAS**

Short for 'Confirmation of Acceptance for Studies'. The CAS is an electronic record that a higher education provider produces for the UK Visas and Immigration (UKVI) and it is required for the student's visa application. The higher education provider will produce a CAS and send it to the student, listing the information that has been sent to the UKVI. Students will need this information to make the student visa application.

### **Conditional offer**

An offer of a place at a higher education provider which depends on the student achieving certain qualifications and grades (for example 3 A Levels Grades ABB or a specified number of UCAS tariff points) and providing proof of such qualifications and grades.

### **Deferral**

An agreement between the student and the higher education provider to delay the time of entry to higher education for up to a year; e.g. amending your start date from October 2025 to October 2026. This may be due to the student's decision to take a gap year or for other issues such as medical ill-health.

### **Postgraduate (PG)**

A student who has already completed an undergraduate degree and is in the process of studying for a second or third degree (a masters or a doctorate).

### **SLC**

Short for 'Student Loans Company'. SLC is a non-profit making government-owned organisation established to provide financial services, in terms of loans and grants, to over one million students annually, in colleges and universities across the four education systems of England, Northern Ireland, Scotland and Wales.

### **Student visa**

International students who seek to study with a higher education provider can only do so if they are sponsored by the provider to enable them to apply for a Student visa. The higher education provider must be approved by UK Visas and Immigration (UKVI) as a Student Sponsor to enable them to sponsor international students. Bloomsbury Institute is approved by UKVI as a Student Sponsor.

### **Student Sponsor**

An organisation that the UK Government trusts to sponsor international students and is approved by UK Visas and Immigration (UKVI). Higher education providers must be included on the Office for Student's Register to be eligible to be approved by UKVI as a Student Sponsor. Without this status, the provider cannot recruit international students.

### **UKVI**

Short for 'UK Visas and Immigration'. UKVI is a division of the Home Office responsible for the United Kingdom's visa system. It makes decisions about who has the right to visit or stay in the UK, with a firm emphasis on national security.

**Unconditional offer**

An offer of a place at a higher education provider that is not dependent on the student attaining particular qualifications and grades.

**Undergraduate (UG)**

A student studying their first university degree, usually a BA, BSc or LLB.