

Terms and Conditions

2020-21

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Committee Approval

Committee	Committee Action	Date
SMLT	Approved	1 April 2020
	Date in force	1 August 2020

These Terms and Conditions will be reviewed annually by our Senior Management and Leadership Team.

1. Scope

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

NOTE: The Student Protection Plan 2020-21 (available at: www.bil.ac.uk/gem/policies/) sets out a number of risks that could result in an interruption to the continuation of study of current and/or 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 2020-21 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

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 If you defer your start date or restart a course having been withdrawn, you will be charged the tuition fees that apply to the new start date.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 the Retail Price Index (RPI) or Consumer Price Index (CPI), whichever is the higher).

2. The contract

If you have been successful, you will receive an offer letter from us, outlining the terms of the offer and any conditions that you need to satisfy. This letter constitutes your formal offer of a place to study at Bloomsbury Institute. By accepting our offer, you are confirming the information you have provided about yourself and your relevant previous studies is accurate. At enrolment, you will be required to present proof of your identity, proof of address and original copies of all qualifications listed on your application.

2.1 Students requiring a visa to study in the UK

If you are an international student, you will need to gain entry clearance to study in the UK. You will also have to obtain a Tier 4 (General) student visa before you travel.

If you require a student visa to study in the UK, once any conditions of your offer have been satisfied and upon payment of the Tuition Fee Deposit, we will issue you with a Confirmation of Acceptance for Studies (CAS) to enable you to make a student visa application. We will not charge you for issuing the first CAS. If you require a further CAS, for whatever reason, 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 the documents listed below:

- A current and valid travel document or passport
- Any previous passports
- Completed student visa application form (applications are generally online but a print out for your records is advisable)
- One passport-sized colour photograph
- CAS (Confirmation of Acceptance for Studies) from us
- Educational documents/documents used to obtain your CAS
- Assessment of your English language competence
- Financial supporting documents
- A valid infectious pulmonary tuberculosis (TB) clearance certificate for the nationals of certain countries (we will advise you if you need one, but further information can also be found on the UKVI website)

On the UKVI website you will find all information about the visa process, how to apply and which documents you require. Students are encouraged to check the UKVI website in the event of any changes to the above listed requirements.

Applicants who require a Tier 4 (General) student visa, must pay a minimum Tuition Fee Deposit of 50% before the Confirmation of Acceptance for Studies (CAS) can be issued. The full course fee is displayed on the CAS. In addition to the Tuition Fee Deposit, international students are expected to pay the remaining outstanding balance as shown on the CAS.

When you apply for a place on a course, you are giving us permission to contact the UKVI to discuss your immigration status at any point throughout your period of registration.

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 or cannot demonstrate your entitlement to study in the UK.

Once you start the course, 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, in which case you must inform our Compliance Executive and provide any evidence as requested
- Produce your passport, visa and original qualifications for checks upon request
- Attend all mandatory checkpoints for students who require a Tier 4 (General) student visa to stay in the UK
- Inform our Compliance Executive of any change in your immigration status or changes in personal circumstances which could affect your Tier 4 (General) student visa

- Provide evidence that you have left the UK or have transferred to another university, if you leave before the end of your course

For students who require a Tier 4 (General) student visa to stay in the UK, we are required to report to the UKVI instances of non-attendance, periods of absence, change of course or discontinuation of study. 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 accepted the offer. Such cancellation must be made in writing. 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 you 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. The minimum number of students for all our courses is set at 12.

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, 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.

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 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 significant changes and we will refund all tuition fees paid. Such cancellation must be made in writing.

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

By submitting an application, you confirm that all information provided on the application form is 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, 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.

Our Engagement Policy stipulates that students are required to attend all timetabled classes unless there are exceptional circumstances that prevent a student from attending a class.

Students register their arrival and departure at classes electronically using their Student ID Card. 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 Student ID Cards and the attendance system, such as using another student's ID card to register their attendance.

Our Engagement Policy provides that if a student fails to engage with their course during the first 6 weeks of the course, we may withdraw the student from the course. If a student is only provisionally enrolled on the course, we may 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.

2.7 Requesting a deferral

If you have accepted a conditional or 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 liable to pay the tuition fees which prevail at the date you actually start the course. Additional information is contained within our Withdrawal, Study Break and Deferral Policy available at:

www.bil.ac.uk/qem/policies/

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) and/or the VLE of any awarding body for your course.
- Access to the library (including borrowing rights) of Birkbeck College, University of London for students who are fully enrolled (academically and financially) and studying at Level 4 and above, subject to completion of an application form.
- 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.
- A Student ID Card.
- Associate Membership of the University of London's Student Central, subject to completion of an application form.
- 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

If we make you an offer of a place on one of our courses, within 14 calendar days of accepting the offer you are required to pay a Tuition Fee Deposit equal to 50% of the total fees payable for the first year of your course, or for the duration of the whole course in the case of courses with a duration of no longer than 18 months. 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.

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).

3.1.1 Refund of Tuition Fee Deposit

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

- If you are an international student and your student visa application is rejected in writing by the British Embassy or British High Commission. 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 made:
 - A copy of the Visa Rejection Notification from the British Embassy or British High Commission; 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 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 2020-21.

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 Tier 4 (General) student visa application. The Tuition Fee Deposit will also not be refunded if your Tier 4 (General) student visa application is submitted too late to be processed in time and/or rejected due to a failure to submit documents with your student visa application which had previously been submitted to (and approved by) our Compliance Executive.

3.2 Payment of tuition fees

If your tuition fees are not covered by a loan from the SLC, 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 5% off the balance; or

- You may pay the balance of your tuition fees for the first year of your course by no later than the course's advertised start date of the second semester 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 to be made by direct debit.

4. Student Loans Company (SLC) Funding

If you are from the UK or the EU and you accept a conditional or unconditional offer for an **undergraduate** course you may be eligible to apply to the Student Loans Company (SLC) for a loan to cover your undergraduate tuition fees, subject to satisfying the eligibility criteria. 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

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.

5.1 UK and EU undergraduate continuing students: SLC

If you are a continuing student from the UK or the EU 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:

- 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 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 by the advertised start date of the next year and the balance of your tuition fees by no later than the course's advertised start date of the second semester for the next year; or

- You may pay 50% of the total fees payable for the next year of your course by the advertised start date of the next year and the balance by 6 equal interest-free monthly instalments to be made by direct debit.

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) [There is no additional charge for a resit/resubmission]	Pro rata gross annual tuition fees
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)
Replacement Student ID Card	£10
For students who are provided with access to Birkbeck College's library (see Section 3.1 above), extension of access to the library beyond your expected date of completion	£200 (maximum) – the amount varies dependent upon the duration of access required
Library fines imposed by Birkbeck College for late return of books (or failure to return books)	The amount is set by Birkbeck College
Attending Bloomsbury Institute's graduation ceremony	Nominal charge

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

If your tuition fees or other financial charges set out at **Section 3 and Section 5.2 above** have not been paid in accordance with these Terms and Conditions, 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 withdraw new and continuing students from the course
- Right to transfer any unpaid/ outstanding tuition fees to legal or other agents to pursue
- Official transcript and award certificate will not be issued

- Attendance at Bloomsbury Institute's graduation ceremony will not be permitted

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

8. Methods of payment

When you make a payment please quote your Student ID Number (your student number starts with the letters **LON** followed by a series of digits).

8.1 Bank transfers

You can pay by direct transfer to our bank account:

Bank:	LLOYDS BANK PLC (Kings Cross Branch)
Account Name:	Bloomsbury Institute Limited
Sort Code:	30-94-73
Account Number:	18954060
IBAN Number:	GB49 LOYD 309473 1895 4060
SWIFT Code:	LOYDGB21421

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/

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

8.3 Western Union

You can make payments using our online Western Union facility:

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. Once personal and payment details are provided, you will be provided with Western Union 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 Western Union or ourselves for using this service.

8.4 Cheque or banker's draft

You can pay by cheque or banker's draft, made payable to Bloomsbury Institute Limited. On the reverse of your cheque or banker's draft you should include your name and Student ID Number. If a cheque is not honoured, any bank charges which we incur will be added to your account.

Your cheque or banker's draft should be sent to:

Finance Department
Bloomsbury Institute Limited
7 Bedford Square
London
WC1B 3RA
England

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 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 2020-21 you are not liable to pay the total tuition fees.

If 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 and Deferral Policy.

A refund request **must** be made no later than four weeks after the course's advertised start date.

10. Regulations, policies and procedures

We issue 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:

www.bil.ac.uk/qem/policies/

You are required to comply with all such regulations, policies and procedures, where relevant, throughout your studies. You will additionally be required to comply with any regulations, policies and procedures that are published by any awarding body for your course.

10.1 Academic withdrawal for non-engagement

In accordance with the University of Northampton's Academic and Student Regulations, if you fail to engage with your studies without good cause and due notice by the end of the sixth week of the advertised start date of your course, you will be deemed to have withdrawn from the course and your registration will be terminated with Bloomsbury Institute and the University of Northampton. If you are funded through the Student Loans Company, 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 Tier 4 (General) 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, you will remain liable for the full tuition fees. For further information see our Withdrawal, Study Break and Deferral Policy.

11. Data Protection

Students enrolling on one of our courses must agree to the possible usage of their personal data as set out in our Privacy Notice.

12. Engagement monitoring

Students enrolling on one of our courses must 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/policies/

13. Contact details

Each year at enrolment and re-enrolment, a student is given the opportunity to check and verify the accuracy of their personal and contact details. Contact details are also checked by the Registry at the end of a student's course.

It is essential that if, at any time, your personal or contact details change you notify the Registry 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. 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. Where email is the preferred method of communication, we will use your @bil.ac.uk email address which is provided to you free of charge at enrolment. 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 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 ourselves.

However, please note that **the** Student Protection Plan 2020-21 (available at: www.bil.ac.uk/gem/policies/) sets out a number of risks that could result in an interruption to the continuation of study of current and/or 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 2020-21 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 and Deferral Policy
- Student Protection Plan 2020-21
- Course Approval, Withdrawal and Suspension Policy

17. Review of the Terms and Conditions

These Terms and Conditions will be reviewed annually by our Senior Management and Leadership Team.

Appendix A: Glossary

Admissions Technology Partner

The third-party system that we use for the purpose of processing applications and communicating with applicants.

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 Tier 4 (General) student 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 Tier 4 (General) student visa application.

Conditional offer

An offer of a place at a higher education provider which depends on the student achieving certain grades (for example Grades ABB) or UCAS points.

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 September 2020 to September 2021. 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.

Tier 4 (General) 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 Tier 4 (General) student visa. The higher education provider must be recognised as a Tier 4 Sponsor to enable them to sponsor international students.

Tier 4 Sponsor

An organisation that the UK Government trusts to sponsor international students. Higher education providers must be included on the Office for Student's Register to be eligible to be a Tier 4 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 was formed in 2013 from the section of the UK Border Agency that had administered the visa system. It makes decisions about who has the right to visit or stay in the country, 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 grades.

Undergraduate (UG)

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