Student Terms and Conditions for Birkbeck English Pre-Sessional Course

Introduction

- 1.1 These terms and conditions govern the relationship between the student ("you") and Birkbeck, University of London ("we" or "the University") in relation to your enrolment and participation in the Pre-sessional English Course (the "Course") and your subsequent degree at Birkbeck (the "Main Programme of Study").
- 1.2 By accepting an offer of a place on the Course, you agree to abide by these terms and conditions, as well as the <u>University's regulations</u>, policies, and codes of conduct.

Eligibility and Admission

- 2.1 You must meet the eligibility requirements specified in the University's offer letter, including any academic qualifications and English language proficiency levels.
- 2.2 Admission to the Course is subject to verification of your qualifications and compliance with the University's and the Home Office's visa requirements.
- 2.3 The University reserves the right to withdraw your offer for the Course if it is determined that false or misleading information was provided during the application process.

Payment of Fees

- 3.1 You are required to complete enrolment and pay the Course fees in full by the deadline specified on the Birkbeck <u>website</u>.
- 3.2 Failure to pay fees by the deadline will result in withdrawal from the Course.

Refunds

- 4.1 Refunds will be processed only under the following circumstances:
 - If the Course is cancelled by the University.

- If you indicate in writing that you wish to withdraw from the Course at least eight weeks prior to the Course start date.
- No refunds will be granted for withdrawal after the eight week period prior to the course start date. The only exception to this will be if you receive a visa refusal despite making reasonable efforts. You must notify the University promptly and submit evidence of the visa refusal.
- Please note that no refund will be given if the visa refusal is the result of fraudulently submitted documentation, insufficient funds, incorrect documentation, failure to pass a credibility interview or failure to attend a UK Visas and Immigration (UKVI) interview.
- Refunds related to your Main Programme of study at Birkbeck are outlined in our <u>Student Visa Deposit Terms and Conditions</u> published on the University's website.
- 4.2 An administrative fee of $\mathfrak{L}500$ will be retained for a refund made as a result of a visa refusal.
- 4.3 All refund requests must be submitted in writing to the University, accompanied by relevant documentation.

Visa and Immigration Compliance

- 5.1 If you require a visa to study in the UK, it is your responsibility to obtain the appropriate visa and comply with its conditions.
- 5.2 Following a successful eligibility assessment, the University will issue Confirmation of Acceptance for Studies (CAS) to all eligible students. This CAS will cover both this Course and the Main Programme of study at the University.
- 5.2 The University is required to report to UKVI any changes to your enrolment status, including non-attendance, withdrawal, or failure to meet Course requirements.
- 5.3 If you fail to complete the course, either by not registering your Student visa by the latest arrival date on your CAS, or by failing to meet the attendance requirement, then your Student visa sponsorship will be withdrawn which will result in your visa being cancelled. Your offer for your Main Programme of study at Birkbeck will also be withdrawn.

Attendance and Participation

- 6.1 You are expected to attend all scheduled classes and complete all assessments and assignments on time. Attendance at scheduled classes should be the duration of the class.
- 6.2 If you miss two classes you will be required to attend a meeting to discuss your attendance. If you miss three classes, then you will be withdrawn from the Course and your Main Programme of study.
- 6.3 Failure to maintain satisfactory attendance and participation may result in withdrawal from the Course and notification of Student visa sponsorship withdrawal to UKVI.
- 6.4 You must register your Student visa with the University by the latest arrival date indicated on your CAS.

Academic Integrity and Conduct

- 7.1 You must adhere to the principles of academic integrity, including avoiding plagiarism, cheating, or any form of academic misconduct, as outlined in our <u>Academic Integrity and Misconduct Policy</u>.
- 7.2 You are required to behave respectfully and professionally toward staff and fellow students and to comply with the University's Policies.

Course Content and Delivery

- 8.1 The University reserves the right to make reasonable changes to the Course content, timetable, location, and method of delivery, where necessary.
- 8.2 The University will endeavour to notify you of any material changes as soon as possible.

Liability

9.1 The University is not liable for any loss or damage to your personal property.

9.2 The University's liability for direct damages arising from breach of these terms and conditions is limited to the amount of the Course fees paid by you.

Complaints

10.1 If you have a complaint about any aspect of the Course or the University's services, you should follow the University's Complaints Policy and Procedure, available on our website.

Discontinuation of Enrolment

- 11.1 The University reserves the right to discontinue your enrolment in the Course if you breach these terms and conditions, fail to meet Course requirements, or fail to comply with visa conditions.
- 11.2 If your enrolment is discontinued, you will not be entitled to a refund of Course fees.

Data Protection

- 12.1 The University will process your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the University's Privacy Policy.
- 12.2 Your data may be shared with relevant third parties, such as UKVI, where required by law.

Governing Law

- 13.1 These terms and conditions are governed by the laws of England and Wales.
- 13.2 Any disputes arising under these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

Agreement

- 14.1 By accepting an offer of a place on the Course, you agree to abide by these terms and conditions, as well as the <u>University's regulations</u>, policies, and codes of conduct.
- 14.2 If you have any questions about these terms and conditions, please contact admissions@bbk.ac.uk

Registry

March 2025