

### 1. Scope

## What this document covers and why it is important

- 1.1 This document contains terms and conditions of study for the 2018/19 academic year at BMet. It covers the University Level courses for which we provide an offer. These terms and conditions can also be found at www.bmet.ac.uk/about-bmet/corporatepolicies-procedures/
- 1.2 Accepting a course offer from us constitutes accepting these terms and conditions. It is therefore strongly recommended that you read this document carefully and familiarise yourself with your rights and obligations.
- 1.3 This document is not exhaustive. In addition to this document, BMet will provide further policy documents covering different aspects of the college experience. Accepting an offer at BMet constitutes acceptance of procedures and conditions laid out in the following BMet policies:
  - · HE Admissions Policy
  - HE Admissions Appeals Policy and Procedure
  - IT and Social Media Usage Policy
  - Customer Complaints and Compliments Policy
  - Data Protection Policy
  - Fees Policy
- 1.4 We may amend the policies and procedures referred to in this document where we consider it necessary to improve the administration or delivery of services. This discretion does not extend to course delivery, content or fees which are dealt with elsewhere in this Agreement.
- 1.5 Students whose BMet course is awarded by one of our University partners, need to be aware of the terms and conditions placed on them by that partner. Such terms and conditions will be given directly by our partners, and can also be found at the following locations:

Birmingham City University

www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/the-legal-bits

University of Wolverhampton

https://www.wlv.ac.uk/study-here/how-to-apply/about-admissions-/admissions-policies-and-regulations/terms-and-conditions/

University of Worcester

www.worc.ac.uk/journey/admission-terms-and-conditions.html

# 2. Accepting your offer

2.1 The offer of a place on one of our University Level courses is classed as either Unconditional or Conditional. If your offer is Conditional you will be required to meet the conditions as stated in your offer letter in order to enrol by the commencement of your course of study. If conditions are not met by this time, BMet have the right to withdraw the offer of a place to you. Conditions may be academic or non-academic.

- 2.2 For Higher Level Apprenticeships your offer is also subject to you successfully securing an employer who is able to offer you employment. If you haven't already got an apprenticeship position in place, BMet's Talent Matching Service will attempt to match your skills, abilities and ambitions with the right vacancy and the right employer.
- 2.3 If BMet finds information in your application that is false or fraudulent, you will be withdrawn from your course of study.
- 2.4 Our full HE Admissions Policy can be found at www.bmet.ac.uk/about-bmet/corporate-policies-procedures/
- 2.5 The HE Admissions Policy for our University partners can be found at:

Birmingham City University

www.bcu.ac.uk/student-info/how-to-apply

University of Wolverhampton

www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/

University of Worcester

www.worc.ac.uk/journey/admissions-policy.html

#### 3. Course information

- 3.1 Course Information will be presented in the form of a hard copy prospectus, an online prospectus and individual course information pages on our website. Our course information will be kept up-to-date and you will be informed of updates. Course information will include: course content, entry requirements, assessment methods, progression opportunities, start date, duration, location of study and tuition fees when available.
- 3.2 For BMet courses awarded by one of our University partner's course information will, also, be available on the partner's website as follows:

Birmingham City University

www.bcu.ac.uk

University of Derby

www.derby.ac.uk/study

University of Wolverhampton

www.wlv.ac.uk/courses

University of Worcester

www.worc.ac.uk

#### 4. Disclosure of criminal convictions

4.1 It is your responsibility to disclose unspent criminal convictions to the BMet Student Services Admissions Team. If a new conviction arises during your course of study,

- you are required to disclose it as soon as it is practicable. Certain courses of study require students to undergo a Disclosure and Barring Service check (DBS).
- 4.2 Information regarding any criminal convictions is held in the strictest confidence in line with our Data Protection Policy which can be found at <a href="https://www.bmet.ac.uk/about-bmet/corporate-policies-procedures/">https://www.bmet.ac.uk/about-bmet/corporate-policies-procedures/</a>

#### 5. Accommodation

- 5.1 BMet does not provide student accommodation, however, we are able to advise you of appropriate student accommodation in the local area. It is your responsibility to make your own accommodation arrangements.
- 5.2 Student accommodation may be available from one of our University partners, for BMet courses awarded by them, please refer to the partner's website as follows:

Birmingham City University

www.bcu.ac.uk/student-info/accommodation

University of Derby

www.derby.ac.uk/campus/accommodation

University of Wolverhampton

www.wlv.ac.uk/study-here/accommodation

University of Worcester

http://www.worc.ac.uk/your-home/accommodation.html

## 6. Rejecting your offer or withdrawing from your course

- 6.1 After accepting your offer there is a statutory 'cooling off' period of 14 days in which you may change your mind and reject your offer without giving a reason. Please provide such a rejection to us in writing. After this period and before enrolment onto your course, if you should decide to reject your offer a reason must be given. Following enrolment, if you withdraw from your course a reason for withdrawal must be given. Please provide confirmation of such a rejection or withdrawal in writing to the Higher Education Co-ordinator.
- 6.2 If you decide to withdraw from your course after the cooling off period please be aware that you may not be entitled to a refund. Please refer to the BMet Fees Policy or the University partner's fee policy for further details. You can find BMet's Fees Policy at https://www.bmet.ac.uk/open-events-enrolment/enrolment/fee-payments/

#### 7. Cancellation of course

- 7.1 BMet reserves the right to cancel a course for the following reasons:
  - an awarding body withdraws the course
  - · where student numbers are too low
  - a resource issue is identified that would affect the delivery of the course, for example, a specialist member of staff could not be sourced, or a specialist room was not available due to timetabling constraints.

7.2 BMet will inform you at the earliest point and no later than 14 September 2018. BMet will assist you with trying to find an alternative course if required.

#### 8. Personal data and student information

- 8.1 You have a responsibility to inform BMet of any changes to information you have given us.
- 8.2 BMet has to keep certain personal student information records for the day-to-day running of the organisation, and also to comply with our legal obligations to funding bodies and the government. BMet will ensure that all data is used fairly, stored safely, and never disclosed to another person unlawfully.
- 8.3 Your personal data will only be disclosed to organisations or individuals with your consent, or to organisations that have a legal right to receive the data without your consent. Particularly, your data (including photographs of you) will not be used in our marketing materials without your consent. If you give consent for marketing purposes, you can withdraw it at any time.
- 8.4 The College collects personal data about you as a student for academic and administrative purposes relating to the course you are studying and so that we can provide you with advice, guidance and support. The College may also contact you from time to time about courses or learning opportunities that may be of interest to you.
- 8.5 The College may pass information to other individuals and organisations for the purposes of administration, statistical analysis and research, careers guidance and other guidance and support. Such parties may include educational establishments, admissions services for universities (for example, UCAS or one of our University partners), sponsors/employers (for example, information on your attendance and progress where they are providing you with time off or paying your tuition fees) and prospective employers. Information will also be provided to the Higher Education Funding Council for England (HEFCE), the Skills Funding Agency and the Education Funding Agency.
- 8.6 By accepting your offer with BMet you are signing the consent statement that you agree to the use of your personal information in this way. The College aims to comply with the provisions of the Data Protection Act 1998. Please refer to our Data Protection Policy for further details.

## 9. Fees policy

- 9.1 In the case where fees are paid to BMet, our fee policy applies. In the case where fees are paid to a University Partner, please refer to the partner's fee policy, as their policy applies instead.
- 9.2 Please make sure you understand the fees associated with your course of study before you accept the offer. The tuition fees and additional costs connected with your course of study will be available on the College's website, www.bmet.ac.uk/ college-life/finance-and-funding at the earliest opportunity. Please note the fees will apply to students from the UK and EU or EEA countries.

- 9.3 You can find BMet's Fees Policy at www.bmet.ac.uk/open-events-enrolment/enrolment/fee-payments/
- 9.4 The fees policy for our University partner's can be found at:

Birmingham City University

www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/finance-policies

University of Wolverhampton

www.wlv.ac.uk/study-here/money-matters/how-to-pay

University of Worcester

www.worc.ac.uk/discover/university-policies.html#f

9.5 Please make sure you are aware of the relevant fees policy if you have to withdraw from your course of study.

### 10. Debtors

10.1 If you owe tuition fees to the College we have the right to withhold assessment results and you will not be offered the opportunity to enrol and progress onto Year 2 or Year 3 of your chosen course.

#### 11. Enrolment

- 11.1 You can only enrol at BMet if your offer condition has been met. If your course of study is awarded by a University partner you will also need to complete their enrolment process.
- 11.2 Enrolment at BMet is subject to conditions. You may be required to provide, as well as evidence of qualifications, non-academic documentation and identification in order to enrol. For further information on meeting the conditions of your offer, refer to your offer email or letter. If you don't provide the necessary documents, BMet may withdraw you from your course.

# 12. Changes to modules and courses

- 12.1 BMet and our University partners will make all reasonable efforts to deliver your course of study as laid out in the course information available in our prospectus before enrolment. However, BMet reserves the right to make reasonable changes where required. We will aim to keep changes to a minimum, but may be forced to make changes for the following reasons:
  - a change in the law or the regulatory regimes governing the College or its Partner Universities which affects the delivery or the content of the module or course
  - where student numbers are too low on one site of delivery requiring the transfer of students to an alternative site where the same course is offered

# 13. Intellectual property

13.1 Original work that you create within your course of study remains your intellectual property. We will not assume ownership of that property without formal agreement

from you. Work that you create jointly with staff also remains your property. We will not pass your intellectual property on to a third party without formal agreement from you. We may wish to incorporate your work into teaching materials for future use, but we will not do so without your formal agreement, and you at all times retain the right to be identified as the originator of the work.

## 14. IT policy

14.1 In accepting an offer at BMet and enrolling you are agreeing to adhere to the IT and Social Media Usage Policy which can be found at <a href="https://www.bmet.ac.uk/about-bmet/corporate-policies-procedures/">www.bmet.ac.uk/about-bmet/corporate-policies-procedures/</a>

## 15. Complaints procedure

- 15.1 If you are not happy with any part of the application process please follow the BMet HE Admissions Appeals Policy and Procedure which can be found at www.bmet. ac.uk/about-bmet/student-support/complaints/
- 15.2 In the case where your offer of a place has been provided by the University Partner and you are not happy with any part of the application process please refer to their HE admissions complaints policy at:

Birmingham City University www.bcu.ac.uk/student-info/how-to-apply

University of Wolverhampton

www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/

University of Worcester

www.worc.ac.uk/journey/admissions-policy.html

15.3 If you are not happy with any aspect of your course of study, following enrolment, please follow the BMet Customer Complaints and Compliments Policy which can be found at https://www.bmet.ac.uk/about-bmet/student-support/complaints/



