



## UNIVERSITY LEVEL COURSES ADMISSIONS TERMS AND CONDITIONS

### 1. Scope

#### What this document covers and why it is important

- 1.1 This document contains terms and conditions of study for the 2021/22 academic year at BMet. It covers the University Level courses for which we provide an offer.
- 1.2 An offer of a place on the course is made subject to acceptance of these terms and conditions. Your acceptance of a place at BMet is also your acceptance of these terms and conditions and represents an agreement between you and BMet. This document, and any policies or procedures, to which it refers, together with any course-specific conditions applicable to the course you choose to study; form the Contract made between you and us (the 'Contract').
- 1.3 By accepting a course offer at BMet you agree to comply with the provisions of all BMet's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students. The Regulations can be found at <https://www.bmet.ac.uk/about-bmet/corporate-policies-procedures/>. In accepting any offer of a place at BMet, you are agreeing to comply with:
  - a. [Customer Complaints and Compliments Policy](#)
  - b. [Diversity and Inclusion Policy](#)
  - c. [Fees Policy](#)
  - d. [General Data Protection Policy](#)
  - e. [HE Admissions Appeals Policy](#)
  - f. Admissions Policy
  - g. HE Assessment Policy
  - h. IT and Social Media Usage Policy
  - i. [Student Attendance Policy](#)
  - j. [Student Conduct Policy](#)
  - k. Student Disciplinary Procedure
- 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 who apply for their course through a University partner need to be aware of the terms and conditions placed on them by that University partner. Such terms and conditions will be given directly by our University partners.

## **2. Disclosure of Criminal Convictions**

- 2.1 It is your responsibility to disclose unspent criminal convictions to the BMet Higher Education 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).
- 2.2 Information regarding any criminal convictions is held in the strictest confidence in line with our [General Data Protection Policy](#).

## **3. Accepting your offer**

- 3.1 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.
- 3.2 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.
- 3.3 If BMet finds information in your application that is false or fraudulent you will be withdrawn from your course of study.
- 3.4 Our Admissions Policy can be found at <https://www.bmet.ac.uk/about-bmet/corporate-policies-procedures/>.

## **4. Cancellation Rights**

- 4.1 After accepting your offer of a place you have a statutory right to cancel your place without giving any reason within 14 days.
- 4.2 To exercise the right to cancel, you must inform BMet of your decision to cancel your place in writing to [headmissions@bmet.ac.uk](mailto:headmissions@bmet.ac.uk) within 14 days.
- 4.3 If after this period and before enrolment onto your course, 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 [headmissions@bmet.ac.uk](mailto:headmissions@bmet.ac.uk).

- 4.4 If you decide to withdraw from your course after the 14 day 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.

## 5. Programme changes and closures

- 5.1 The College will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to applicants and students. Sometimes circumstances beyond the control of the College mean that it cannot provide such educational services. Examples of such circumstances include:
- a. power failure;
  - b. acts of God;
  - c. fire or flood;
  - d. acts of terrorism, war or national emergency;
  - e. damage to buildings or equipment;
  - f. the acts of any governmental or local authority;
  - g. industrial action by College staff or third parties;
  - h. the unanticipated departure or absence of key members of College staff; or
  - i. where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
- 5.2 In these circumstances, the College will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the College excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
- 5.3 In exceptional circumstances where the College is forced to close a course without providing the remainder of the course to current students eg 'teaching out' a course, the College's [Student Protection Plan](#) and Refund & Compensation Policy for Course Closure will apply. BMet reserves the right to close a course for the following reasons:
- a. an awarding body withdraws the course
  - b. where student numbers are too low

## 6. Changes to Modules, Courses and other relevant Policies and procedures

- 6.1 BMet and our University partners will make all reasonable efforts to deliver your course of study, 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. a change in the law or the regulatory regimes governing the College or its University partners which affects the delivery or the content of the module or course.

- b. to incorporate feedback from students; and/or to aid clarity or consistency of approach.
  - c. 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.
- 6.2 Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.
- 6.3 The updated versions will be made available on the College's website and may be publicised by other means so that students are made aware of any changes.

## **7. Enrolment**

- 7.1 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.
- 7.2 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.

## **8. Personal Data and Student Information**

- 8.1 You have a responsibility to inform BMet of any changes to information you have given us at the earliest opportunity.
- 8.2 Your information is covered by Data Protection Legislation. The College will collect and process the data about you in compliance with this legislation and you are entitled to access the data held about you.
- 8.3 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 our University partners, funding bodies and the government. BMet will ensure that all data is used fairly, stored safely and never disclosed to another person unlawfully.
- 8.4 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. 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.

- 8.5 The College collects personal data about you as a learner for academic and administrative purposes relating to the course you are studying, 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.
- 8.6 The College may pass information to other individuals and organisations for the purposes of administration, statistical analysis and research, careers guidance and general 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 Office for Students (OfS), the Skills Funding Agency and the Education Funding Agency.
- 8.7 If you meet the eligibility criteria you will be contacted on behalf of the OfS to complete the National Student Survey (NSS). This will be in your final year of study and the Graduate Outcomes Survey after completion of your course. Further information on these surveys can be found at [www.officeforstudents.org.uk](http://www.officeforstudents.org.uk).
- 8.8 The College will not disclose your personal information to any other party or for any other reason other than as set out in these terms and conditions without your prior consent. The College aims to comply with the provisions of the General Data Protection Regulations (GDPR) 2018. Please refer to our [General Data Protection Policy](#), and our [Privacy Notice](#) for further details.

## 9. Student Conduct

- 9.1 At the heart of the College [Student Conduct Policy](#) there is an expectation that everyone is 'Ready, Respectful, Safe'. For further details please refer to the [Student Conduct Policy](#). The [Student Attendance Policy](#) and the Student Disciplinary Procedure support the [Student Conduct Policy](#).
- 9.2 By accepting your offer with BMet you are agreeing to comply with the 'Ready, Respectful, Safe' ethos of the College.

## 10. Diversity and Inclusion

- 10.1 Diversity and Inclusion (D & I) are pivotal to the College organisational culture and success. The College celebrates diversity and aims to be recognised as a leader in D & I by ensuring that its environments are 'Ready, Respectful, Safe' for everyone, everywhere, every time.
- 10.2 The College [Diversity and Inclusion Policy](#) exists in accordance with the Equality Act 2010.

## **11. Disability and Reasonable Adjustments**

- 11.1 The College is committed to providing an inclusive and accessible environment, and endeavours to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the College to engage with you and discuss your support needs more effectively. Students on courses subject to PRSB requirements are required to notify any disability which may impact on their ability to complete the course and to be fit to practise on completion of their studies and offers are conditional upon a satisfactory Occupational Health assessment.
- 11.2 All offers are conditional upon the college being able to implement the specific adjustments reasonably needed for you to complete your course. The College is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the College.

## **12. Safeguarding**

- 12.1 BMet has a duty to protect and promote the welfare of children, young people and vulnerable adults receiving education and training at our colleges. We are committed to the highest standards in protecting and safeguarding at all times. BMet promotes a culture of vigilance where all staff know their responsibilities and act accordingly, and all learners are aware of what they can expect and what to do if they have concerns. We have a number of nominated safeguarders who are trained to a more advanced level. We have a Designated Senior Person with a lead accountability for children, young people and vulnerable adults. We will inform you how you can support us in keeping students safe during your induction.

## **13. Tuition Fees**

- 13.1 BMet charges tuition fees for the delivery of its courses and you will have primary responsibility for payment. The level of fees for your course will be confirmed in your offer letter and on your course page which can be found [here](#). If you accept an offer, you agree to pay all course fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. It is your obligation to make arrangements at the beginning of your course for the payment of your fees. Details can be found in our [Fees Policy](#).
- 13.2 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.
- 13.3 In addition to your course fees, you may incur additional expenditure on items such as (but not limited to) field trips, and specialist materials; although some

assistance from BMet's funds may be available for such expenses, you shall have primary responsibility for payment. Details of any additional expenditure that you may be required to incur, can be obtained upon request.

13.4 The levels of tuition fees are reviewed and may be revised, in line with the Retail Price Index (RPI-X), on an annual basis prior to the beginning of the each academic year in question.

#### **14. Debts**

14.1 If you fail to pay your course fees, as and when they fall due, BMet reserves the right to withdraw you from your course and to withhold all services until all outstanding tuition fees are paid.

14.2 If you have a tuition fee debt to BMet, you cannot enrol for the next academic year until you have cleared that debt. If you have a tuition fee debt to BMet, BMet will hold all award certificates, academic references, and transcripts until the outstanding debt has been cleared.

#### **15. Assessment**

15.1 The College HE Assessment Policy relates to HE students studying courses awarded by Pearson UK and ensures an equivalence of experience for all students, consistency of standards and that all students are treated equitably and with fairness. The Policy has been mapped to the QAA UK Quality Code for Higher Education.

15.2 If you are studying a course awarded by a University partner please refer to the University partner's assessment policy as their policy applies instead.

#### **16. Intellectual Property**

16.1 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 (with the exception of external awarding bodies and University partners where required) 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.

#### **17. IT Policy**

17.1 In accepting an offer at BMet and enrolling on to one of our courses, you are agreeing to adhere to the IT and Social Media Usage Policy.

## **18. Accommodation**

18.1 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.

18.2 Student accommodation may be available from one of our University partners for BMet courses awarded by them, please refer to the partner's website.

## **19. Complaints Procedure**

19.1 If you are not happy with any part of the application process please follow the [HE Admissions Appeals Policy](#).

19.2 In the case where your offer of a place has been provided by a University Partner and you are not happy with any part of the application process please refer to their HE admissions complaints policy.

19.3 If you are not happy with any aspect of your course of study following enrolment please follow the BMet [Customer Complaints and Compliments Policy](#).