



# BRITISH UNIVERSITY OF BAHRAIN TERMS AND CONDITIONS

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These Terms and Conditions apply to all students who are studying at the British University of Bahrain and contain important information which you should read very carefully (particular attention is drawn to the paragraphs in bold).

## 1. Your contract with us

a. You will have a legally binding contract with us on the date you accept the offer in our offer letter. If the offer is conditional, this will be the date that you have fulfilled all of the conditions applicable to your first year of study which are specified in our offer letter (provided that in each case the date is within any timescale we have specified in our offer letter):

- You must register with us before the start of each year of study following the instructions we will give you. Only students who are registered will have access to our facilities and services. Your contract will be automatically cancelled if you do not register for the first year of study within the registration period. This period ends 2 weeks after your programme starts.
- If you change your mind after registering for the first year of study, you may cancel your contract at any time up to the end of the registration period. If you decide to cancel your contract after registration you will lose any non-refundable deposit (Registration Fee) but we will give you a full refund of the fees that you have paid. If you cancel after the end of the registration period you may be charged a percentage of the Semester fee.
- You will only have one contract with us in respect of your programme and no new contract will be created when you register for any future years of study.

b. The contract will comprise the following:

- these Terms and Conditions;
- our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
- Rules and Regulations which apply to all registered students.

## 2. Fees and payment

a. The tuition fees for each year of study are set out in your offer letter.



b. If you are sponsored:

- tuition fees must be paid before the start of each year of study.
- you remain responsible for payment of tuition fees and we may invoice you personally for any unpaid balance;
- you must provide us with evidence from your sponsor before each year of study which confirms the payment of tuition fees for that year of study; and
- you authorise us to disclose relevant information about you/your studies to your sponsor.

c. Tuition fees for each year/semester of study must be paid in full before the date that year/semester of study starts or (provided that you set up a recurring debit or credit card payment or UK bank direct debit before the date that year of study starts) by up to 6 equal instalments (the first instalment will be on or before the notified Registration week in which that year of study starts).

d. We will undertake a legal recovery process for unpaid fees. The following also applies:

- Unpaid tuition fees: Your assessment results may be withheld, you may not be allowed to continue with your programme, you may be prevented from registering for the next year of your programme or from receiving an award or from attending a graduation ceremony.
- Other unpaid fees: you may be prevented from attending a graduation ceremony.

e. If you have to re-take any module or repeat any year of study, you will be charged additional tuition fees which will be the amount payable by students starting that module or year of study at that time.

f. You must pay us other additional amounts in certain circumstances, e.g. library fines and (if applicable to your programme), examination fees, bench fees, material costs and field trip costs. A fee of BD100 also applies to re-connect to our IT system if you have been disconnected as a result of misconduct.

g. Cancellations, interruptions and suspensions of study will not be back-dated so you will continue to be charged tuition fees for the period up to and including the date we receive formal notification from you.

h. Where your contract is cancelled, but we subsequently agree that you may re-join your programme, you must pay all tuition fees in full before resuming your programme.

i. Refunds will be paid, by the same method of payment, to the payer of the fees to which the refund relates.



j. No discount on your tuition fees is given where you join the programme late.

### 3. Fees and payment - Key Facts

a. The key information you need about your programme (including the programme title, length, modules, tuition fees/other costs and contact hours) is detailed on the website and your offer letter.

b. As our prospectus is published so far before the start of the application process to give you information about your options, certain changes are unavoidable. The website and your offer letter, rather than our prospectus, should be regarded as the sole sources of information to be relied on as they contain the most current and definitive information you need.

#### Key Facts

a. Payment Schedule and Payment Plans.

##### One Payment of total Annual Tuition Fee.

This payment option is available to students **during or before the Registration Week** in September or January dependent upon the month of entry.

A Prompt Payment Discount (PPD) of 3% reduction after any other discounts/Scholarships have been applied. This discount is **ONLY AVAILABLE FOR 1 WEEK AFTER THE COURSE COMMENCEMENT DATE.**

Students who have paid 100% of the fee in full within 1 week of the Course Commencement Date can request a refund of 3% after their Registration is complete.

##### Setting up a Payment Plan.

A Payment Plan can be set up to cover paying your fee in either 2 or 6 equal instalments starting from the 15<sup>th</sup> of the month you Register. For September starters the payment dates would look like this:

2 equal instalments	6 equal instalments
15 <sup>th</sup> September (Registration Week)	15 <sup>th</sup> September (Registration Week)
	15 <sup>th</sup> November
15 <sup>th</sup> January	15 <sup>th</sup> December
	15 <sup>th</sup> January



	15 <sup>th</sup> February
	15 <sup>th</sup> March

For January starters the payment dates would look like this:

2 equal instalments	6 equal instalments
15 <sup>th</sup> January (Registration Week)	15 <sup>th</sup> January
	15 <sup>th</sup> February
15 <sup>th</sup> May Semester 2 (Registration)	15 <sup>th</sup> March
	15 <sup>th</sup> April
	15 <sup>th</sup> May
	15 <sup>th</sup> June

**Please Note:** Failure to pay tuition fees may result in your student status being cancelled and you will be asked to leave your course. If you default on your payments, then you will not be permitted to register into the next year of your course or graduate.

**All Fees remain payable except in specific circumstances described as outlined in this document.**

b. Payment Methods

Ways to pay:

- In full by debit card, credit card, cheque, bank transfer or cash.
- On-line via our payment system -
- Instalments - as set out in the Payment Plan - payment by regular payment via agreed supply of post-dated cheques or Benefit payment system.

c. Refund of fees

All refunds are based on the following

Application Fee	Non Refundable
Registration Fee	Refund is available until the date specified on the Offer Letter.



<p>Tuition Fee</p>	<p><b>Annual tuition fee paid in full.</b> Full fee is refundable until the Registration period closes typically this first working day of the 1<sup>st</sup> calendar week of October for September entry and 1<sup>st</sup> working day of the first Calendar week of February for January entry.</p> <p>Student that officially withdraw from their studies before 1<sup>st</sup> November (or next available working day) with receive a refund equating to 100% of the Semester 2 fee due and 50% of their semester 1 tuition fee. Students who withdraw following the 1<sup>st</sup> November will be liable for 100% of the Semester1 fee.</p> <p><b>Payment of Semester Fees (2 instalments).</b> Full Semester fee is refundable until the Registration period closes typically this first working day of the 1<sup>st</sup> calendar week of October for September entry and 1<sup>st</sup> working day of the first Calendar week of February for January entry.</p> <p>Student that officially withdraw from their studies before 1<sup>st</sup> November (or next available working day) with receive a 50% refund of their Semester tuition fee and will have no liability for Semester 2 fees.</p> <p>Students who withdraw following the 1<sup>st</sup> November will be liable for 100% of the Semester1 fee.</p>
	<p><b>Payment of Semester Fees (6 instalments).</b> A full refund of the first instalment under any agreed Payment Plan until the Registration period closes typically this first working day of the 1<sup>st</sup> calendar week of October for September entry and 1<sup>st</sup> working day of the first Calendar week of February for January entry.</p> <p>Students that officially withdraw from their studies before 1<sup>st</sup> November (or next available working day) with receive the equivalent of a 50% refund of their Semester tuition fee and will have no liability for Semester 2 fees.</p> <p>Students who withdraw following the 1<sup>st</sup> November will be liable for 100% of the Semester1 fee.</p>



## 4. Rules and Regulations

a. By accepting our offer, you agree to abide by the Academic Regulations governing your programme of study (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures. We reserve the right to make changes to our regulations, policies and procedures and to introduce additional documents (normally before the start of a year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will give you notice where changes are made.

b. New requirements which you must comply with may be introduced, or changes to existing requirements you must comply with may be made, where they are imposed by law or a third party (e.g. an accrediting professional body) or they reflect current good practice. We will give you notice of any which apply to you. If there are particular requirements for your programme that you must comply with, they will be specified in your offer letter.

c. If you are studying a programme to practice a particular profession, or are applying for registration with a professional body, any concerns about your fitness to practice will be considered under our Fitness to Practise Procedure. (Note: in addition to our Rules and Regulations, you must also comply with the Rules and Regulations of the applicable professional body).

d. The qualification you leave with will depend on the level of your programme, the credits/marks you obtain and the threshold of classification you reach as set out in our Academic Regulations for Taught Programmes.

e. Assessment outcomes are confirmed by Examination Boards. You may submit an academic appeal against a decision reached by an Examination Board, but specified grounds and time limits apply (see Academic Appeals Procedure). If you submit an appeal, you may be prevented from progressing on your programme pending the outcome. If your appeal is unsuccessful and the delay means you have to resume your programme in the next year of study, you must pay the difference between the tuition fees you have already paid and the tuition fees which are payable by other students taking the programme in that year of study.

f. Ideally you should read all of the applicable rules and regulations before you accept an offer but, because there is a lot of information for you to absorb (some of which you may only need to know at a later stage or some of which may never be relevant to you).



g. If your programme requires you to undergo a Disclosure and Barring Service (DBS) check, your place on the programme will be conditional on such check being satisfactorily completed. We are not responsible for any delay in carrying out the check unless it is solely our fault.

h. We use IT facilities to deliver your programme (including assessments) and, in using our IT system, you must comply with our IT Acceptable Use Policy. In particular, you are responsible for all activity on your user account and your password must be kept secure. Monitoring of your account may be carried out to ensure there is no misuse.

Misuse is punishable with penalties including blocking of your account.

i. You must attend all timetabled and scheduled events for your programme unless you have good reason, and your compliance may be monitored.

## 5. Withdrawal of/changes to programmes and modules

a. Occasionally programmes may need to be materially changed or withdrawn after offers have been accepted. If this happens we will give you notice as soon as reasonably practicable and will do what we can to mitigate adverse effects. This is unusual but can happen where:

- the change is beneficial to students; or
- the programme is not viable to run or will not give students the appropriate educational experience (such as where there is insufficient take-up by students) or where funding or (if your programme is accredited) accreditation is withdrawn; or
- the facilities we need to deliver your programme are affected by an exceptional event (e.g. natural disaster, adverse weather or industrial action) which is outside our control; or
- we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or
- there are other unforeseen circumstances which are outside our control.

b. If you are adversely affected by a material change or withdrawal, you may switch to another programme or, in the absence of a suitable alternative, cancel and leave the





University. We have a process which sets out exactly what happens where there are material changes or programmes are withdrawn.

c. The range of optional modules available to you may also change for the reasons outlined above and also where modules are over-subscribed or (if you have interrupted your studies or deferred your place) modules are discontinued.

d. Changes to programmes during your studies should only happen in exceptional circumstances. However, if changes are necessary and there is a suitable alternative programme you prefer, we will assist you, as far as we are able, with the practicalities of switching to that programme.

## **6. Your right to cancel your contract (permanently leave your programme)**

### **a. *General right to cancel***

You may cancel your contract at any time without giving us any reason. Where you cancel before a year of study has started, you will not have to pay us anything in respect of that year of study, although you will lose any non-refundable deposit you have paid. Where you cancel after a year of study has started, the amount you owe us or we owe you for that year of study depends on the amount you have paid and how many weeks into your programme you are at the time you cancel.

b. If you cancel your contract, the amount of refund will depend on the amount you have paid us and how many weeks into your programme you are at the time you cancel. To check the amount of your refund, please XXXXX.

c. To cancel you must give us notice in writing by emailing the Head of Registration at the British University of Bahrain.

## **7. Circumstances in which we may cancel your contract**

a. We may cancel your contract (and you will no longer be a registered student) by giving you notice if:

- you give us any false, misleading or materially incomplete information in relation to your application. (We may also inform any relevant external bodies about this); or



- you do not register at the appointed time without a valid interruption of study; or
- your tuition fees (or any instalment) are not paid by the due date for payment (whether they are payable by you or a third party on your behalf); or
- you commit any fraud in connection with any payment to us; or
- you do not meet the minimum attendance and participation requirements (including those of any professional body which accredits your programme); or
- you do not meet the assessment criteria to progress with your programme or to transfer to another programme; or
- you have committed serious misconduct for which the penalty of expulsion is imposed under our Student Disciplinary Procedure or Academic Misconduct Procedure; or
- you are found unfit to practise for which the penalty of expulsion is imposed under our Fitness to Practise Procedure.

b. If we withdraw your offer or cancel your contract before you start the programme, we will refund any tuition fees you have paid less any amounts you owe us. If we cancel your contract after you have started the programme, the tuition fees you owe us or which we will refund to you will depend on how many weeks into your programme you are at the time your contract is cancelled.

c. If your contract is cancelled, your registration as a student will be cancelled which means that you would no longer be a student of the University. As a result you would no longer be able to make use of the University facilities, attend lessons/lectures, sit examinations or submit assignments for marking. Any assessments/ assignments, (e.g. coursework or exams) that you do submit or take, following cancellation, will be considered as null and void. If you are allowed to re-join the programme at a future date, you will be required to repeat these assessments and examinations before you can continue your studies or be awarded a qualification.

d. If we cancel your contract and cancel your registration as a student for non- payment of any tuition fees then, subject to you paying in full all such tuition fees, we may agree for you to be reinstated to your programme. (If, however, you have missed teaching and assessments, reinstatement may be conditional on you meeting certain academic



requirements before you return to your programme (e.g. waiting to return to your programme until the next academic year). On reinstatement your contract will resume as if it had never been cancelled.

## 8. Interrupting your studies

a. To interrupt your studies, you must give us notice in writing to the Head of Registration at the British University of Bahrain.

b. If you are self-funding or sponsored, the calculation of your tuition fees will be based on how many weeks into your programme you are at the time you interrupt.

c. If, at the time of interrupting, you have paid all tuition fees for the year of study, you may (at your option) either:

- carry forward your paid tuition fees to a subsequent year, assuming you resume at the same point at which you interrupted and you resume at the next available opportunity; or
- receive a refund (the amount will depend on how much you have paid and how many weeks into your programme you are at the time you interrupt. To check the amount of your refund, see 'Key Facts about Fees'). If you receive a refund, you will be charged the rate of fees which are applicable at the time you resume your programme.

## 9. Complaints

We recognise that sometimes things go wrong and we have two complaints procedures: one for applicants and one for students.

## 10. Misconduct

Action will be taken against you if you are found guilty of misconduct. Penalties range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in your suspension (and loss of access to facilities and services) pending the outcome of disciplinary action. We will report suspected criminal behaviour to the Police and the disciplinary process may be put on hold pending the outcome of any criminal proceedings.



## 11. Ownership of your work

With certain limited exceptions set out in our IP Policy (e.g. where outputs are co-created), you are the owner of all copyright and other intellectual property rights in the works which you create during your programme.

## 14. Facilities

a. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.

b. Third parties own and manage the student accommodation which is located on campus and, if you are staying there, you will have a separate contract for your accommodation with them.

## 15. Protecting your data

a. It is your responsibility to provide us with, and keep us promptly updated about all changes to your contact details, including your address and mobile telephone numbers.

b. We will process your personal data in accordance with the Data Protection legislation and our document called Privacy Statement which details how students' personal data will be processed and the purposes for which the data is collected. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change.

c. You agree that photos and recordings of lectures and other activities (where you are present) may be taken and used for marketing and educational purposes. Where applicable to your programme, you also agree that we may submit your assessments and programme work to a third party provider we use for the purpose of detecting plagiarism.

## 16. Fitness to study

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We have a pastoral duty towards all students which means we must follow up any concerns we may have about your physical or mental fitness to study under our Fitness to Study Procedure.

## 17. Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions and the 'Key Facts about Fees' at any time without notice to you provided that the changes are either beneficial to students or are not material or are in response to changes in applicable laws and regulations or rules of applicable professional bodies or are to rectify an error or are to aid clarification. Each version of these Terms and Conditions and 'Key Facts about Fees' will be published in the Rules and Regulation section of our dedicated welcome and registration zone for students.

## 18. Graduation

The scheduling of our graduation ceremonies may have to be changed for unforeseen reasons outside our control. We will try to avoid or minimise disruption wherever possible. All gown hire, travel, accommodation and other costs for you and your guests attending graduation are the responsibility of you/your guests.

## 19. Applicable law

The laws of the Kingdom of Bahrain govern your contract.

## 20. Glossary of Terms



Glossary of Terms	Meaning
Cancellation/cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
Interruption of Study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
Suspension of Study	A period of time during which we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.
Expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her course at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would not be permitted to study at the University for a period of at least 10 years.