

British Institute of Technology Ltd
Trading As: British Institute of Technology, England (BITE)
Institute General Terms and Conditions 2025-26

Owner: Academic Board

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Scope

1. These terms and conditions apply to programmes of study or research ('the programme' or 'your programme') delivered by British Institute of Technology ('Institute', 'we', 'us', 'our'). These terms and conditions, and associated regulations, policies and procedures, form the basis of our contract with you.
2. These terms and conditions also apply to the Institute Online programmes and any references to 'Institute' encompass Online programmes unless expressly stated otherwise.
3. References to 'you' and 'your' refer to you both as an applicant and as a student.

General

4. Studying at a Institute requires commitment from you and from us. These terms and conditions set out what you can expect from us, what we expect from you, and what happens if things change, or go wrong.
5. **It is very important that you review carefully these terms and conditions, including the documents we refer to throughout, before accepting any offer of a place on a programme, enrolling, or re-enrolling each year.**
6. When you accept an offer of a place with us, a legally binding contract is formed between you and us. The acceptance of the offer means that you are agreeing to these terms and conditions which include that you will comply with our rules and regulations, available from the [registry](#) area of our website. These cover, among other things, payment of fees, attendance at classes, submission of work, attendance at examinations, student discipline, complaints procedures, and freedom of speech and equal opportunities policies. Please read our rules and regulations before you accept your offer of a place to ensure that you understand the commitment you are making.
7. Please also be aware that we update our rules and regulations on a regular basis, normally at the start of every academic year. We reserve the right to update and amend our regulations at other times in response to changing circumstances and we will tell you about any significant changes before they come into effect. We have attached a schedule to this document which details the sorts of changes that we may need to make, how we will consult you and what your rights are in the event that you are unhappy with these changes.
8. If you have any questions about our rules and regulations, we recommend that you contact the [administration department](#).
9. It may be necessary for us to make changes to these terms and conditions, including to comply with consumer or other law, to comply with the requirements of our regulators (such as the Office for Students) or to reflect best practice. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. Such changes are generally either minor in terms of student impact, or are made in students' interest (or

both). We will notify you of any changes as soon as reasonably practicable. If you feel that you will be negatively impacted as a result of any such change, in the first instance please raise the matter with your School or Institute. If you remain unhappy you may raise a complaint under the Student Complaints Policy. If the change would have a significant negative impact on a reasonable person in your position, then you may be able to terminate your agreement with us.

Your right to cancel

10. Once we have offered you a place on a programme setting out any conditions associated with the offer, and you have accepted it, you have entered into a legally binding agreement with us.
11. If you cancel within 14 days of accepting the offer, the offer of a place on the programme will be withdrawn and you will be entitled to a full refund of any fees or deposit paid. Notification of your decision to cancel within 14 days of the date that you accepted the offer means:
 - for applicants applying to us through UCAS, 14 days from the date that you accepted the offer as your Firm or Insurance choice in UCAS Track;
 - for applicants applying directly to Institute, 14 days from the date when you accepted your offer in your applicant portal.
12. The easiest way to contact us is via your applicant portal. Alternatively, you can send an email to: admissions@qmul.ac.uk. Please include: your full name; Institute applicant ID number; programme applied for; and your date of birth.
13. If your programme is due to begin within 14 days from the date you accept the offer of a place (for example if you have applied through UCAS adjustment or clearing) then, by accepting your offer, you are expressly agreeing that the programme should begin within the 14-day cancellation period. If you then decide to withdraw from your course within the 14-day cancellation period, you may be liable to pay a proportion of your Institute fees.

Your right to withdraw

14. You can withdraw from your programme at any time before or after enrolment each year.
15. If you withdraw from your programme after the 14-day cancellation period has expired, we may not refund deposit payments received from you. Depending on when you withdraw (in particular if it is after enrolment) you may be obliged to pay a proportion of your Institute fees. For full details as to the relevant deadlines and proportions of Institute fees that may be payable, see the [Institute fee regulations](#).
16. If you interrupt or withdraw from your programme, your fees will be calculated as set out in the [Institute fee regulations](#).
17. To advise us that you are withdrawing from your programme, please contact the Student Support Officer in the Institute and complete a withdrawal form ([Withdrawing from your studies](#)). Please include: your full name; Institute student ID number; programme; and your date of birth.

18. If you withdraw from your programme, depending on your academic progress and attainment, you may be entitled to an exit award or transcript, in line with your programme regulations. You will have to leave any Institute owned accommodation within the time set out in your accommodation agreement. We will notify UKVI, the Student Loans Company, and any funder or sponsor where relevant.

Your programme

19. We will aim to deliver your programme so that it closely matches the way in which it has been described to you by us, especially at the point that you accept your offer. However, it is important to understand that there are circumstances in which we may subsequently change aspects of your programme. Our programmes are delivered within a dynamic, academic community by staff who are actively engaged in research. In this context, we might make changes so that our students can learn from the latest academic research. We also value student feedback and provide regular opportunities for our students to comment on the content of their programme. We may therefore alter your programme in response to this dialogue with current students.
20. The risk of a material change to your programme is low, but there are some circumstances in which the Institute may reasonably make changes. Depending on individual facts, these changes may amount to a material change. We have listed these circumstances below:
 - staff changes, which can lead to new modules being offered, modules being withdrawn, or a change to who teaches the programme;
 - changes to the number of academic sessions, module content or availability, timing of assessments or method of assessment;
 - changes to or the replacement or withdrawal of placements, field-trips and other in-programme activities;
 - changes made in response to new requirements from external professional or statutory bodies, including a change of programme title;
 - changes in the external environment, including changes in regulations and legislation, which may require modifications to the way a programme or Institute service is delivered; or
 - changes to the way in which universities are funded, which might lead to changes in the availability of some student services.
21. In each case our approach would always be to mitigate the impact of any change in order ensure that you are able to complete your programme as intended. We will also expect you to take reasonable steps to mitigate any negative impact that the changes cause you. We will inform you of any changes as soon as we are able to, and we expect you to engage with us to discuss the change and any concerns that you might have. In the event that you were unable to accept the change, or an alternative that we have recommended for you, you would be able to seek redress through our Student Complaints Policy. Students who wish to withdraw from their programme as the result of a change will be supported in terms of next steps, and may no longer be liable for the remainder of their tuition fees (if withdrawal takes place before the start of the second semester, in line with 16.2 of the Institute Fee Regulations 2026–27).
22. **You should note that we will not consider the provision of refunds or compensation if the mode of delivery of your programme is changed in response to circumstances outside of our control (see section 65 below). This is because we maintain world-class facilities for the**

flexible delivery of teaching and research to ensure that we can continue to deliver high-quality provision through different modes, if circumstances require this change.

23. Once we have made you an offer of a place on a programme, we will only suspend or withdraw that programme in exceptional circumstances. These could include, for example, the departure of a key member of academic staff or unexpected circumstances that render essential facilities unavailable. We may also suspend a programme where the demand from applicants makes it unviable to run. If we have to suspend or withdraw a programme for applicants for any reason, we will aim to inform you at least six weeks before the published start date and we will make every reasonable effort to offer a suitable alternative.
24. For up-to-date descriptions of your programme, visit:
- [Undergraduate](#)
 - [Taught Postgraduate](#)
 - [Research Postgraduate](#)
25. When we make you an offer to study at Institute, it is for the programme specified in our offer communication to you. We will consider requests to change programme exceptionally and you will only be allowed to change if places are available, and you have met the published entry requirements for the intended programme.

Our Admissions Policy

26. Institute's admissions policy is available for you to download on the [registry](#). This policy governs the admission of students to undergraduate, taught postgraduate and research programmes, with the exception of undergraduate programmes in Medicine and Dentistry.

Admission of students under the age of 18

27. British Institute of Technology is an adult environment, and our students are aged 18 or above at the time they start their programme. We treat all our students as mature individuals and expect them to have the necessary skills to study and live independently alongside people of all ages and from a variety of backgrounds.

Disability and Dyslexia Service

28. We work with Newham Council [Disability and Dyslexia service](#) to provide support from application to graduation. You are encouraged to contact the team as soon as possible to discuss any needs you may have to support you throughout your time with us.

Appeals and complaints

29. We welcome your feedback and comments on our admissions service. If you are unhappy about an admission decision, we encourage you to request an explanation or feedback, with a view to resolving the matter informally. If efforts to resolve the matter informally are unsuccessful, you can

make a formal appeal or complaint, using the Admissions Appeals and Complaints Policy, which you can find on the [registry](#).

Declaration of criminal convictions

30. For specified programmes, where enrolment is subject to a satisfactory Disclosure and Barring Service (DBS) check, we will ask you to declare any spent or unspent criminal convictions at the point of application.
31. For all other programmes where a satisfactory DBS check is not a condition of enrolment, you may be required to inform the Institute admissions team of any relevant unspent criminal convictions when you decide to accept our offer of a place. You will also need to inform Institute of any relevant unspent criminal convictions before enrolment, and during your studies.
32. You can find more details about our policy on criminal convictions, including the circumstances when an unspent conviction must be declared, on the [registry](#).

Immigration compliance: Student visas

33. In accordance with UK Government (Home Office) policy, students who are not UK or Irish nationals who meet relevant residency requirements or who do not have settled status in the UK may be required to obtain a visa to enter the UK in order to study at Institute. We make every reasonable effort to ensure that we only make offers to study at Institute to students who we expect to be eligible for a student visa. However, we reserve the right to withdraw an offer of study where information becomes available to indicate that a student will not be in a position to obtain the appropriate student visa.
34. If Institute sponsors you under the student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to Institute as appropriate. Institute complies with the United Kingdom Visas and Immigration's (UKVI) rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated programme, failure to attend classes without permission, or any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to Institute providing UKVI with any information required pursuant to Institute's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform Institute immediately if there are any changes to your personal details or immigration status at any time before enrolment, and throughout your programme of study.

Institute fees

35. 'Institute fees' have previously been called 'tuition fees' and references to 'tuition fees' may still be found in other documents as the change in terminology is made.

36. We aim to publish Institute fees no later than 12 months before they come into effect in order to support our applicants with their financial planning. Institute fees for undergraduate Home students are regulated by the UK government and are subject to change depending on the timing of government announcements. We will notify you of any change to Institute fees as soon as possible. Our Institute fees are published online on the course page:
- [Undergraduate](#)
 - [Taught Postgraduate](#)
 - [Research Postgraduate](#)
37. We review Institute fees annually. If your studies extend over more than one academic year, you should expect the Institute fee to increase from one year to the next. For undergraduate Home students, the fee will not increase above the fee cap set by the UK government for the year in which you are studying. For all other students, the increase will not exceed three percent of the previous year's fee. If you accept an offer of a place with a start date deferred to the next academic year, the Institute fee relevant to the academic year in which you are studying will apply to you.
38. We may require you to pay a deposit towards your Institute fee during the application process. Where this is the case, we will inform you in writing. Deposit refunds will be paid only in limited circumstances which are detailed in our [Institute fee regulations](#).
39. Rules relating to the payment of Institute fees and deposits are set out in our [Institute fee regulations](#). We encourage all applicants and students to print a copy of the current Institute fee regulations for their records.
40. Fees for Online programmes are [published separately](#) on the online programme information page.
41. You are personally liable for your Institute fees and additional Costs, even if someone else pays them on your behalf (for example, a sponsor or parent) or you mistakenly believe you are eligible for a student loan.
42. It is important that you read the [Institute fee regulations](#), which include details of your and our rights and obligations in relation to Institute fees and any additional costs, and what it means for you if you don't pay.
43. **In the case of non-payment of Institute fees, the consequences may include termination of your studies, you not being admitted for assessment and not having your results published, not being allowed to re-enrol with us, not being issued with a certificate and not being allowed to attend your graduation.**

What your Institute fees cover and additional programme or other costs

44. Institute fees cover the cost of teaching and supervision, provision of facilities and your membership of the Students' Union. In addition to these fees, you are expected to cover other costs related to your study.

45. These costs include:
- a. **Recommended equipment** to support individual study (eg laptops and laboratory coats).
 - b. **Books:** Our library services holds over 100,000+ books. All core texts are held in stock, and many books and the majority of journal articles are also available electronically through the library services at no additional cost. However, you may be advised to buy core textbooks or other publications. Depending on your programme, this could cost up to £300 a year (these costs may be subsidised). On some programmes (eg Law), the cost of books can be higher. Please contact your programme leader for an estimate of these costs.
 - c. **Fieldtrips and study abroad:** a large number of our programmes include periods of study or work away from campus. These range from visits to local museums, to longer periods of fieldwork in the UK or abroad, to a semester or academic year spent overseas. While the cost of tuition provided during these study periods is covered by your Institute fee, you are likely to need to pay additional expenses, including the cost of travel (in full or in part), your living expenses (eg accommodation costs), and the cost of any specialist equipment or clothing that you need.
46. More information, including indicative costs, where possible, will be found on your programme description online. You can also contact your academic school or institute for an estimate of these costs.
- [Undergraduate](#)
 - [Taught Postgraduate](#)
 - [Research Postgraduate](#)
47. Students undertaking postgraduate research programmes may be liable for an additional charge to cover costs associated with their research project. This charge will be detailed in your offer communications and will be in addition to the standard Institute fee.
48. **General living expenses: throughout your studies at Institute you will need to cover the cost of your general living expenses, such as the cost of your accommodation, food etc. Our [Counselling Service](#) can offer you advice on planning a budget and managing your money.**

Your fee status

49. All students attending Institute in the United Kingdom are assessed as either 'home' or 'overseas' for the purposes of tuition fee liability. There can be considerable differences between the 'home' and 'overseas' fee rates, so it is important that we make an accurate assessment. In most cases, we can make our assessment on the basis of information contained in your application. If this is not possible, we will ask you to complete a Fee Status Assessment Questionnaire.
50. We undertake fee liability assessments strictly in accordance with UK legislation and in line with guidance from the [UK Council for International Student Affairs \(UKCISA\)](#).
51. Your fee status will be assessed before the start of your studies, normally before we make you an offer, and you will be required to accept your fee status during the enrolment process. This fee status will normally apply for the duration of your programme. The limited circumstances in which fee status may change during your programme are described in UKCISA guidelines. We reserve the

right to re-assess and amend your fee status if we receive information after your initial fee status assessment that was not provided at the time the assessment was made.

52. If you believe your fee status has been assessed incorrectly, you should request a review from the Admissions Office, by e-mail to: info@biot.org.uk. Reviews will normally only be undertaken if additional relevant information is provided. After enrolment, you must use the Institute [appeals procedure](#) if you believe that your fee status has been assessed incorrectly. Appeals against fee status assessment must be submitted in the year of first enrolment and by no later than 31 October for programmes starting in September or within 14 days of the start of the programme for programmes starting at other times. Appeals cannot be considered in subsequent years. Appeals will only be considered on the grounds that there has been a procedural error in reaching the original decision or where new, material information is presented that could not reasonably have been made available during the original fee status assessment carried out by the Admissions Office.

Code of Conduct for applicants and students

53. At Institute we are committed to ensuring that every member of our community is treated with dignity and respect. This applies to staff and students alike. You can find more information about our behavioural expectations for students and staff in our [Dignity at Work and Study](#) General Guidance.

Regulations, policies and procedures

54. We will use all reasonable efforts to deliver your programme in line with your offer of a place, our Academic Regulations and our Policies and Procedures.
55. As an enrolled student, we require you to comply with these Terms and Conditions, with our Academic Regulations and our Policies and Procedures. These include, but are not limited to:
- [Academic Regulations](#)
 - [Student Discipline Policy](#)
 - [Information and Data Governance Policy](#)
 - [IT Policy](#)
 - [Environment policies](#)
 - [Freedom of Speech](#)
 - [Fitness to Study Policy](#)
 - [Interruption of Study Policy](#)
 - [Data Protection Policies](#)
 - [Privacy Notices](#)
 - [Library Regulations](#)
56. We require you to use your Institute email account to communicate with us when you are a registered student. You must update us of any changes in your term time and home address, phone number or next of kin using the self-service function on VLE, our student records system.

Complaints and concerns

57. Students can raise complaints through the [Student Complaints Policy](#). Complaints must normally be made within three months of the incident being complained about, or they will not normally be accepted. Our process for handling complaints is made up of the following stages:
- Informal resolution: we support and encourage an informal approach to complaint resolution where appropriate.
 - Formal complaint: if informal resolution is not appropriate, or you are not satisfied with the outcome, a formal complaint may be submitted to the relevant Head of School/Institute or Head of Professional Service Department/or equivalent.
 - Complaint review: a request for a review of the complaint outcome by the President and Principal's Nominee. The complaint review is the final internal stage of our complaints process.
58. If you are not satisfied with the outcome of your complaint after the complaint review process has concluded you may submit your complaint to the Office of the Independent Adjudicator for Higher Education (OIA). The OIA is the independent body that reviews student complaints for all higher education institutions in England and Wales and is free to students.

Our right to end the contract with you

59. Subject to our compliance with the Academic Regulations, Policies and Procedures we may end our contract with you as a student at any time with immediate effect by giving you written notice if:
- You have failed to meet the conditions of your offer, or if it comes to our attention that you have failed to meet or no longer meet the entry requirements for your programme of study (this includes falsified information, inaccuracies or omissions)
 - You do not pay your Institute fees in accordance with the deadlines specified to you and stated in the Institute fee regulations which form part of our contract with you.
 - You have failed to meet the requirements of your programme or you fail to make sufficient academic progress as specified in the Academic Regulations and your programme information.
 - You are required to leave the Institute following a serious breach of the Academic Regulations and/or our Policies and Procedures under the Student Discipline Policy.
 - You do not meet your UKVI student visa obligations or you no longer have permission to study in the UK.
60. If we end the contract with you, depending on the reason for us ending the contract, and on your academic progress and attainment, you may be entitled to an exit award or transcript, in line with your programme regulations. You will have to leave any Institute owned accommodation within the time set out in your accommodation agreement. We will notify UKVI, the Student Loans Company, and any funder or sponsor where relevant.

Liability for acts outside our control

61. Institute will do all that it reasonably can to provide your programme as described on our website and in the programme specification or other documents issued by Institute to you.

Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your programme of study as described or at all.

62. A **Force Majeure Event** is an event that is outside of our control that impacts our ability to deliver the programme in line with these terms and conditions. Such events may include: severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, failure of public utilities or transport systems/networks or failure to deliver a service as a result of the industrial action of a third party.
63. Institute shall not be liable to you for any failure in the delivery of the programme arising from a Force Majeure Event, provided we have taken reasonable and proportionate steps to try to mitigate the impact of these events.
64. We would normally expect Force Majeure Events to be short term and where possible, we will contact you to advise of an alternative course of action. We will take reasonable and proportionate steps to mitigate any adverse impact on you in line with our commitments in these terms and conditions and our Student Protection Plan. Such mitigations may include, without limitation, altering timetables to reschedule postponed classes, delivering classes and assessments via a different method.
65. If a Force Majeure Event results in the complete inability to deliver your programme for a continued period of six weeks or more then you will be entitled to:
 - a. defer your programme, if you have not yet enrolled on to your programme;
 - b. interrupt your studies (in accordance with [Institute's Interruption of Study Policy](#)), if you are currently enrolled on your programme; or
 - c. terminate your contract with immediate effect by contacting Registry Services by email or in writing.
66. If you terminate your contract pursuant to section 67.c above, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees and any VAT or equivalent sales tax you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).
67. You should consider your options carefully before withdrawing and terminating your contract with us. For example, you will need to consider if you are able to transfer any existing academic credits to an alternative programme and you should discuss this matter with the Student Enquiry Centre.

Refunds and compensation

Where you terminate your Contract pursuant to section 67.c (Termination due to Force Majeure Event) or because you do not accept a material change to your programme as per section 19 you may be entitled to compensation pursuant to our Student Protection Plan and as detailed in our Refund and Compensation Policy for students. You should note that we are unable to refund or compensate for changes to the mode of delivery of your programme when this change is made to mitigate the impact of a Force Majeure Event.

Limitation of our liability to you

68. Nothing in these Terms and Conditions will limit or exclude Institute's liability:
- a. for death or personal injury arising from our own negligence; or
 - b. for fraud or fraudulent misrepresentation; or
 - c. in respect of any other liabilities which may not be lawfully exclude or restricted
69. Institute shall not be liable and expressly excludes liability for:
- a. damage to, theft and/ or loss of your personal property unless caused by our negligence;
 - b. for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of Institute;
 - c. financial or other consequential loss where such loss or damage is a result of theft, fire or flood;
 - d. any failure or delay, or for the consequence of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is caused by the occurrence of a Force Majeure Event and we have taken reasonable steps to mitigate the impact of the Force Majeure Event; and
 - e. any losses which were not reasonably foreseeable to you and us when this contract was formed. For the purpose of this section 72.e losses are 'reasonably foreseeable' if they are an obvious consequence of Institute's breach of this contract. Institute does not accept liability for loss of opportunity or loss of profit.

Governing law and jurisdiction

70. These terms and conditions (including without limitation non-contractual disputes or claims relating to these terms and conditions) shall be governed by and construed in accordance with English law and by entering into these terms and conditions, each party irrevocably submits to the exclusive jurisdiction of the English Courts.