

## **IBCM Terms and Conditions of study**

### **IMPORTANT AND SURPRISING TERMS**

**ALL** of the information in this document is relevant to your planned studies with International Business College Manchester. However we have highlighted here some specific important and/or surprising terms and conditions for your information:

#### **COVID-19**

IBCM is monitoring all developments in line with Covid-19 and following all requirements of the UK Government in respect to all study programmes and the impact on potential and actual IBCM students. IBCM is committed to ensuring that all applicants and students are afforded protection and assistance and continue to receive a high quality programme of study with us.

Changes to the method of delivery may be made to your study programme – for example planned face to face delivery of programmes may be changed to online learning where either the college premises have to close in line with government directives, or where students are prevented from travelling. The IBCM COVID-19 Strategy document outlines all the ways in which IBCM will care for your health and your educational experience at this time. Guidelines will change in line with developments and are being continuously monitored.

#### **Fees and refunds**

Details of fees and refunds are listed in (3) below. You can also refer to IBCM Fees and Pricing Policy and IBCM Refunds and Compensation Policy for further information.

You are required to pay your fees when they are due. You will be notified in advance of your fees and any other costs that you are liable to pay and these will be confirmed in the letter offering you a confirmed place on your programme. Assuming there are no breaks in your period of study, the tuition fees notified in your offer letter will remain unchanged for the duration of your course. The tuition fees for courses commencing in the following academic year will be reviewed by the Board of Governors. Where these may or will rise in future years this will be communicated at the earliest possible opportunity to applicants and to students returning to courses after a period of suspension. The College will only increase annual tuition fees in line with inflation, as calculated in line with the Retail Price Index and as approved by the Board of Governors.

#### **Changes to your programme**

As detailed in (7), it is the policy of IBCM that courses will run in line with all published information. In the rare circumstances where IBCM is required to make a substantive (material) change to your course, it will always seek to minimise the impact of these changes where possible. Your options following an unavoidable material change are detailed below and, as indicated, if you no longer wish to continue you do have the right to cancel this contract.

## 1. Admission

- 1.1 All applicants must satisfy the entry requirements for their specified programme of study prior to being accepted for the course. Individual course specifications provide full details of these. Please also see the IBCM Admissions Policy
- 1.2 Applicants from outside the UK must meet the requirements of the United Kingdom Visas and Immigration (UKVI) and ensure that they meet the requirements of their home country in relation to study abroad
- 1.3 The application form must be completed in full and returned with all appropriate documentation including:
  - Copy of passport and visa (if applicable)
  - Evidence of qualifications/education (educational and professional documents)
  - Current CV
  - Police check from host country/DBS check if working within the UK
  - Evidence of appropriate level of English (IELTS or Equivalent)
  - Supporting financial evidence as applicable
- 1.4 IBCM may refuse a place/remove the offer of a place of any applicant who made a false statement in the admission process by providing false or misleading information or who did not disclose information that would have adversely affected the application.
- 1.5 Applicants will be advised if a placement can be offered via an offer letter which will set out course details and tuition fee payable. Full fees must then be paid and the acceptance letter returned, in order for the place to be confirmed.
- 1.6 Following payment and official confirmation, students requiring a Student route visa will be issued with a Confirmation of Acceptance for Studies (CAS) which can then be used to support the application to stay in the UK. Applications for visas must be made within one month of the date the CAS was assigned. ***Please note that visa applications can take over one month to complete so ensure you allow sufficient time before your course start date.***
- 1.7 Applicants have the right to appeal against an unsuccessful application within the criteria stipulated in the Admissions Policy

## 2. Registration

- 2.1 Students are required to register at the commencement of the programme and to re-register at the commencement of each year or stage.
- 2.2 At registration students are to present proof of identity and any other relevant documentation (original copies) and all necessary information to enable the college to administer their programme and complete statutory returns
- 2.3 Student status commences on registration for the programme and continues, unless otherwise terminated, until the end of the specified period of study, including any extension of the period of study approved by IBCM. This is subject to a requirement to re-register at the start of each programme year or stage.

- 2.4 Students are required to register using their full legal name and to advise their designated Programme Leader promptly, in writing, with required documentary evidence, of any change to their name.
- 2.5 Students must register at the beginning of each programme year or stage relevant to the programme. After initial registration, a student is only permitted to re-register provided that all relevant fee payments have been made.
- 2.6 Continued registration is subject to satisfactory progress and satisfactory performance in any assessment and/or examinations. Any decisions in respect of withdrawal on the basis of unsatisfactory performance/progress will be made by Senior Management in conjunction with the relevant awarding body.

### 3. Fees and refunds (see also IBCM Refunds and Compensation Policy)

- 3.1 The fees for each programme of study are detailed on the IBCM website under the programme information for each course. These will be confirmed with you at the time of application and again in your offer letter. You confirm agreement to pay these fees when you return your “acceptance of offer” form to IBCM.
- 3.2 All fees must be paid in full, or an arrangement to pay is made, at the time of registration on your programme at IBCM.
- 3.3 You have a right to cancel your programme and receive a full refund within a 14 day period from your initial payment and registration. You will receive a cancellation form with your offer letter which you can use if you need to proceed with the cancelling of your course.
- 3.4 If you cancel your programme after the 14 day period has ended and prior to the course start date, 50% of your course fees will be refunded, less £150 administration charge (see 3.5 below)
- 3.5 An administration fee of £150.00 is added to all bookings and is non-refundable after the 14 day “cooling off” period.
- 3.6 If you withdraw from your course once the programme has started, refunds will not be provided (except in 3.7 below). Insurance cover can be purchased to cover early departure from courses due to unforeseen circumstances (see also Student Protection Plan and the IBCM Refunds and Compensation Policy).
- 3.7 As detailed in the Student Protection Plan (SPP), should IBCM make major, unavoidable, changes to your programme, or in the extremely unlikely event of college closure, an appropriate refund of fees paid **will** be made (see Important and Surprising Terms in 10 below)

### 4. Attendance and Behaviour

- 4.1 Students must attend all classes and assessment activities/examinations and study sessions which form part of their study programme.
- 4.2 Students must achieve a **minimum 85%** attendance if they wish to achieve their required qualification, as detailed in the [IBCM Attendance Policy](#)
- 4.3 There are specific attendance requirements for holders of student route visas as detailed in the Attendance Policy (see section 5 below)

- 4.4 Students at IBCM are required to conduct themselves in an orderly and considerate manner to avoid causing any injury, damage, disturbance or distress to others (see [IBCM Student Charter and IBCM Disciplinary Policy.](#))
- 4.5 IBCM will not tolerate any behaviour which is disruptive, abusive or discriminatory or any conduct which displays a lack of respect and consideration for the rights and feelings of others (see [IBCM Student Charter and IBCM Disciplinary Policy.](#))
- 4.6 Students are required to act with honesty and integrity in respect of their academic progress and can be subject to disciplinary action for plagiarism or malpractice which can lead to a requirement to withdraw from IBCM. (see [IBCM Student Charter and IBCM Disciplinary Policy.](#))

## 5. Specific requirements in respect of Student route students

- 5.1 Students at IBCM who are subject to visa requirements are required to meet the requirements of UKVI
- 5.2 IBCM will meet its obligations to provide required information to UKVI in respect of student attendance. This information will be available to the students concerned.
- 5.3 IBCM will comply with any new requirements introduced by UKVI and will take reasonable steps to ensure any affected students are informed of any implications for their registration and of any actions to be taken by either the student or IBCM
- 5.4 IBCM reserves the right to refuse to issue a Confirmation of Acceptance of Study (CAS) to applicants and students who have (a) breached immigration rules (b) cannot meet the necessary funding requirements that would result in an automatic refusal of their visa application or (c) will not be able to complete their programme due to the time limit restrictions stipulated by UKVI.
- 5.5 Students studying at IBCM will be required to provide evidence of their leave to stay in the UK, for example student visa, work permit or some other form of leave, together with a valid passport.
- 5.6 Where a student fails to provide the required evidence by the specified date, IBCM will presume the student does not have valid leave to study in the UK and the student will be advised that their registration will be cancelled and appropriate notification sent to UKVI.
- 5.7 Students on Student Route visas have must attend **at least 85%** of lessons and must not miss 10 expected consecutive contacts. Procedures for dealing with attendance issues are detailed in the IBCM [Attendance Policy](#) and the [IBCM Disciplinary Policy.](#)
- 5.8 It is the Student's responsibility to keep their visa current.

## 6. Withdrawal from Programme

- 6.1 A student must inform the Principal of any intention to withdraw from the programme. The effective date of withdrawal will be the latter of the last date of attendance or the date on which the formal notification is received.
- 6.2 IBCM reserves the right to require a student to withdraw from the programme of study. This may be as a result of disciplinary procedures (from conduct, plagiarism or another form of malpractice), failure to attend or progress on their programme as required by

the awarding body, or non-payment of appropriate fees. All students have the right of appeal to any such action.

6.3 Where a student fails to attend or engage in assessment and fails to respond to official correspondence from IBCM, the student will be notified in writing that IBCM has assumed withdrawal by the student. The student will be given the opportunity to challenge the status of assumed withdrawn.

## 7. Changes to your programme

7.1 **Non-material changes:** IBCM Policy to programme and module changes is that these will only be made if:

- (i) they do not result in a change to published material
- (ii) they are regulatory/Awarding Body changes that are outside IBCM's control and could not be planned for
- (iii) They are demonstrably beneficial to students
- (iv) All students who will be affected will be consulted and informed consent to the changes obtained

7.2 **Material (substantive) changes:** As above, the policy of the college is that programmes and modules (units) will run in accordance with published information. In the rare instances where material changes have to be made to planned or actual programmes, applicants and students will be informed at the earliest opportunity

Applicants will be given sufficient information to enable them to decide whether the programme remains suitable or whether they wish to withdraw their application or change to an alternative course. If the student wishes to withdraw any fees already paid will be refunded. For students already on a programme, notification will be given where a material change to a programme is proposed. The views of the student will be sought on any potential changes before a decision is made on whether to proceed with the proposal, modify the proposal or withdraw the proposal (See Student Protection plan and IBCM Refunds and Compensation Policy).

As detailed in "Important and Surprising regulations" above, where material changes are unavoidable, students dissatisfied with the changes will wherever possible be offered an alternative programme. Should a student remain dissatisfied and choose to withdraw from the programme, an appropriate refund of fees will be paid (See Student Protection plan and IBCM Refunds and Compensation Policy).

## 8. Insurance

Students are responsible for arranging their own insurance and are strongly advised to do so. We are able to arrange insurance for you – please speak with a member of IBCM staff for more details

## 9. Homestay

Please refer to the separate terms and conditions available on the website

## 10. Liability

IBCM does not accept any responsibility for loss or theft of personal items from its premises

**11. Data Protection**

Our Data Protection Policy is intended to ensure that personal information is dealt with correctly and securely and in accordance with General Data Protection Regulations (GDPR). It applies to all information regardless of the way it is collected, used, recorded, stored and destroyed and irrespective of whether it is held in paper files or electronically. All staff involved with the collection, processing and disclosure of personal data will be aware of their duties and responsibilities by adhering to these guidelines

**12. Intellectual Property Rights (IPR)**

All Intellectual property generated by students during the course of their studies remains their property.

Only on occasions of specific research work students have carried out for IBCM (and received research money) would IBCM assign the rights to this research to the College.

**13. Student Protection Plan**

IBCM has procedures in place to protect you from risks to your studies, including those that affect the location of study, the running/continuation of your programme and all aspects of your application. [See Student Protection plan](#)

**14. Communication**

All students will be sent these terms and conditions with their application form and again with their offer letter. They will also be discussed at the student’s induction.

**15. Review**

These terms and conditions will be reviewed annually to ensure they remain in line with IBCM practice and with all relevant legislation and regulatory requirements.

Next review date: 1<sup>st</sup> March 2022

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| <p><b>I hereby confirmed that I have read, understood and agree to these terms and condition.</b></p> <p><b>Name (print)</b>.....</p> <p><b>Signature</b> .....</p> <p><b>Date</b>.....</p> |
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