



## Student Contract – Terms and Conditions 2021-22

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### 1. Introduction

- 1.1 This document sets out in detail the relationship between you and the New Model Institute for Technology and Engineering (“NMITE”) which starts when you accept an offer of a place at NMITE . Note that you may have other contractual arrangements e.g. accommodation, Student Loans Company and these will be subject to separate agreements.



## 2. Your contract information

- 2.1 Before you apply for a place or accept the offer of a place at NMITE you should familiarise yourself not only with this document but with the MEng programme content, regulations and policies which together make up your contract information. These Terms and Conditions will be posted out with all Offer Letters but are also available on NMITE's website.
- 2.2 When you accept the offer of a place at NMITE, a contract ("the Contract") will be formed between you and NMITE and you agree to be bound by its terms and therefore we advise that you read the documents thoroughly. The Contract will detail your rights and the obligations you will be bound by during your time as a student. It will also contain all of the obligations that NMITE owes to you. If you become a student at NMITE you become a member of our academic community and are expected to treat all staff, students, and external partners with respect.
- 2.3 The key documents which form part of the Contract are set out on our website, and include but are not limited to the following :

Academic Misconduct Policy

Admissions Policy

Applicant Privacy Notice

Data Protection Policy

Extenuating Circumstances Policy

IT Acceptable Usage Policy

IT Bring Your Own Device (BYOD) Policy

Prevent Strategy

Safeguarding Policy

Smoking Policy

Student Academic Appeals Policy

Student Complaints Resolution Procedure

Student Disciplinary Policy

Student Equality, Diversity and Inclusion Policy

Student Mental Health and Wellbeing Policy

Student Protection Plan.

[Key Policies | NMITE](#)

*Please note: All Policy documents will be updated for academic year 2021/22 and published on NMITE's website no later than 1 August 2021.*



### **3. Consideration of applications**

- 3.1 NMITE considers all applications on their merits. Although feedback is usually available, NMITE is not obliged to provide reasons for its admissions decisions.
- 3.2 NMITE reserves the right to vary any entry requirements from time to time.
- 3.3 Offers of a place may be conditional on an applicant fulfilling either academic or other conditions which will be set out in your offer letter.
- 3.4 You have a right to bring a complaint or an appeal in respect of an admissions decision and the procedure to follow is set out in full in the Admissions Policy.
- 3.5 All applicants will be required to declare unspent criminal convictions for violent, sexual, or drug-related offences to NMITE. Any changes to an applicant's or student's circumstances should be brought to the attention of the Academic Registrar immediately. Failure to disclose such convictions may result in NMITE withdrawing its offer to you or your removal from the course.

### **4. Your contracts with the Institute**

- 4.1 Your legal relationship with NMITE is comprised of two separate contracts: the first of these, known as the "pre-enrolment contract" arises when you are offered a place, while the second, known as the "enrolment contract" is formed when you have met the conditions of your offer (if any) and enrolled as a student.

#### **The pre-enrolment contract:**

- 4.2 Your pre-enrolment contract effectively reserves a place for you subject to the conditions of your offer letter. You have a statutory right to cancel your pre-enrolment contract during a "cooling-off" or cancellation period of 14 calendar days after the day you accept the offer for any reason. If you do not enrol by the deadline date you have been given by NMITE, your pre-enrolment contract will automatically expire at that date.

#### **The enrolment contract:**

- 4.3 You are required to enrol with NMITE at the start of your course and to re-enrol annually as required by NMITE.
- 4.4 When you enrol at NMITE, you become subject to the terms of the Contract, comprising documents referred to in clause 2.3 above, all of which are available on NMITE's website. It is at this point that you become liable for tuition fees.
- 4.5 If you fail to complete enrolment but continue to access Institute facilities and services as if you had enrolled, you will be deemed to have accepted NMITE's terms and conditions and be liable to pay tuition fees in accordance with this contract and our Tuition Fee and Refund Policy.



- 4.6 If you enrol online, rather than face-to-face on NMITE premises, you have a further statutory right to cancel your enrolment contract for any reason during the 14-day cooling-off period which expires 14 calendar days after the day you enrol.
- 4.7 If your course has already begun or is due to begin before the end of either statutory cancellation periods referred to above, then, by accepting the offer of the place and/or by enrolling, you are agreeing that NMITE's service to you begins within the statutory cancellation period. Consequently, if you decide to cancel after the course has begun, you may be liable to pay a proportion of your tuition fees to cover the period from the commencement of NMITE's service to you until the date of cancellation.
- 4.8 NMITE permits all students starting a new award bearing course to withdraw from the course without charge if they do so within 14 days of the start of the academic year or the formal start date of the course (whichever is the later). Beyond the statutory and permitted cancellation periods set out above, tuition fee liability will be calculated in accordance with NMITE's Tuition Fee and Refund Policy.

## **5. How to cancel**

- 5.1 For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your acceptance of this agreement up to 14 days after the day on which you accepted the terms of this agreement, without giving us any reason.
- 5.2 To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect (e.g. a letter sent by post or email). For convenience you may complete our Statutory Cancellation Form, but it is not obligatory.
- 5.3 If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you in relation to this contract within 20 working days from the date of cancellation.
- 5.4 Beyond the statutory cancellation period, you must inform NMITE of your intention to withdraw as specified NMITE's Tuition Fee and Refund Policy.

## **6. Changes to your course**

- 6.1 NMITE is committed to delivering the course as described in the programme specification and other materials published by NMITE and it shall do all it reasonably can to provide the course as advertised.
- 6.2 From time to time it may be necessary to review or change the content of your course. This may be required to refresh the course and to ensure that it is fit for purpose or to reflect changes in sector guidance or requirements of external accrediting bodies or to incorporate student feedback or for circumstances outside of NMITE's control. Examples of these circumstances include:



- i. where the number of students registered on the course or module is below the number required to effectively provide the course/module;
  - ii. the unexpected absence or departure of a key member of staff for the course or module;
  - iii. where a key commercial partner withdraws from providing support to the course;
  - iv. acts of God, floods, fire, earthquakes or other natural disaster, epidemic or pandemic (including infectious disease);
  - v. collapse or damage to buildings, machinery computers or other property;
  - vi. any labour or trade dispute, strikes or industrial action;
  - vii. law or any action taken by a government or public authority.
- 6.3 In the event where any of the above circumstances, NMITE will try to minimise the disruption to students, for example by:
- i. modifying the way in which the course is delivered. For example, some classes being held remotely;
  - ii. modifying the way in which a course is assessed. For example, changing from a practical to a theoretical, written assessment;
  - iii. providing alternative resources for students to use;
  - iv. granting an extension of time.
- 6.4 We will consult you and give you an opportunity to provide feedback to us in relation to any proposed changes and will attempt to minimise any adverse impact on you. We will not withdraw a course until all enrolled students have completed their studies and will give you reasonable notice in the event of withdrawal or fundamental changes to your course.
- 6.5 If it becomes necessary to consider making any changes to your course after you have accepted an offer of a place, we will tell you about these at the earliest opportunity.
- 6.6 If you are not satisfied with the modifications made to a course you will have the opportunity to withdraw from the course.

## **7. How we will communicate with you**

- 7.1 Once you have enrolled NMITE may contact you by email using your NMITE email address and you should therefore check it on a regular (at least daily during the working week) basis.

## **8. Engagement with your studies**

- 8.1 You should positively engage with all learning activities which form part of your course, subject to absence only for medical reasons or other personal reasons agreed in advance with your course or subject leader. You should also be aware that NMITE requires a high level of attendance due to the nature of our programme delivery.



- 8.2 Where your record of engagement is considered unsatisfactory or falls below the standard required, you will be invited to attend a meeting to discuss the issues and your continued participation in the course. In the event that you do not attend this meeting, you will receive a further letter inviting you to a re-arranged meeting. If you continue to fail to attend requested meetings without explanation, you may be withdrawn from the course.

## **9. IT equipment**

- 9.1 You will be provided with a fully supported laptop to use for the duration of their studies with NMITE. This will provide access to to NMITE supported applications and learning materials.
- 9.2 You may only connect personal IT equipment to NMITE’s Wi Fi in accordance with the Bring Your Own Devices (BYOD) Policy.
- 9.3 You are required to have read and accepted all relevant IT Policies, including the IT Acceptable Usage Policy, in advance of connecting any device.

## **10. Complaints**

- 10.1 If you are an applicant to NMITE and have concerns about the way your application was handled, you may have recourse to the Appeals Procedures in the Admissions Policy.
- 10.2 Once you have enrolled as a student you are entitled to raise any concerns with any aspect of NMITE’s service by means of the Student Complaints Resolution Procedure.

## **11. Data Protection**

- 11.1 NMITE is registered as a data controller with the Office of the Information Commissioner and collects and processes information about students for various teaching, research, and administrative purposes. All such activity is governed by the General Data Protection Regulation (GDPR) 2018 and students are entitled to have access to the records held about them to ensure accuracy and fairness.
- 11.2 The accuracy of personal information provided by students may also be checked by NMITE against relevant external sources. NMITE undertakes to maintain student data in secure conditions, and to process and disclose data only within the terms of its data protection notification. The details above indicate the nature of this notification but are not exhaustive. Please note that we are reliant on you for much of the data we hold and so help us keep your record up to date by notifying us of any alterations to your address, personal details or course enrolments.
- 11.3 For full details please refer to NMITE’s Data Protection Policy and the Student Privacy Notice.



## 12. Health and safety

- 12.1 NMITE will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors.
- 12.2 You should be aware of the safety rules applying to buildings, your programme; read the safety notices and website and know what to do in the event of a fire and be aware of escape routes from your place of study or any other area you may occupy.
- 12.3 In addition, students with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information so as to enable the Institute to implement personal emergency evacuation plans (PEEPs) and fulfil its obligations in relation to fire safety arrangements.
- 12.4 There are restrictions on bringing hazardous materials or substances onto NMITE premises, including halls of residence, which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances, and drugs etc.
- 12.5 NMITE will provide you with induction and training relating to health and safety appropriate to your programme of study. This should include:
  - i. fire evacuation
  - ii. accident prevention and reporting
  - iii. safe use of materials/equipment
  - iv. any hazardous substances
  - v. specific policies/safe working procedures
  - vi. risk assessments/safety precautions
- 12.6 Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with the Institute where duties are imposed under the Health and Safety at Work Act or other statutory provisions.
- 12.7 This includes avoiding silly or reckless behaviour and taking positive steps to identify and understand hazards, paying particular attention to dangerous areas as well as residences. You are required to comply with safety rules and procedures, and thus ensure that nothing you do or fail to do will place yourself or others at risk. Students and staff are represented on the NMITE safety committee. However, in the first instance any issues regarding health and safety should be reported to your course tutor / supervisor. Further information relating to safety can be found on student central in the Student Life section.



12.8 NMITE's disciplinary procedures may be invoked in the case of students breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

### **13. Tuition fees**

13.1 The tuition fee for this course is detailed in your Offer Letter and on our website and will apply for the duration of your course.

13.2 Every student is charged a confirmed tuition fee for each year of his or her course. This fee covers the educational and related services made available to students whilst they study at the Institute, including tuition/supervisory services, access to learning/technical resources, assessment of submitted work, and support/welfare provision.

13.3 It does not cover charges that may be incurred through accessing other NMITE services (including residential accommodation, optional activities or materials/printing/photocopy charges, library, or other fines). These costs depend on the choices that you make after enrolment and therefore cannot be accurately estimated at the beginning of a course or programme of study. This information is available to you before you commit yourself to further costs. For further information, please see the NMITE's Tuition Fee Policy.

13.4 It is the student's responsibility to pay the fees on time and in the full amount as set out in the Tuition Fee Policy. NMITE has the right to withdraw the students from the course if the student fails to pay the fees in accordance with the Tuition Fee Policy.

13.5 NMITE also reserves the right to take legal action against you if there are outstanding fees at the time of completion of the course and can potentially take legal action against you.

13.6 If you owe any other fees to NMITE (other than tuition fees), such as unpaid library fines [list other non-tuition fees sums that students could owe], NMITE may take action to recover those sums which can involve making certain services unavailable to the student, such as library services, until the outstanding sums have been recovered.

### **14. Annual Tuition Fee Increase**

14.1 The annual fee for the course is £7,200.00 for Home students.

14.2 Where UK/EU students are subject to regulated fees, the annual increase cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant academic year. Normally the UK government gives prior warning of any changes to regulated fees. For all other students not subject to regulated fees, tuition fees are subject to a maximum annual increase of the higher of 5% or RPI. See the Tuition Fee Policy for further details.

14.3 NMITE will publish fee changes on its course web pages approximately one year in advance of the relevant academic year. If you do not agree with the increase to the tuition fees then they may withdraw from the course.





## **15. Undergraduate fee status classification**

- 15.1 On receipt of your application form NMITE carries out an assessment of your fee status determining the amount you are likely to pay after enrolment. This decision is based on guidelines provided by the Department of Education: Education (Fees and Awards) Regulations 1997. This assessment informs the fees provided in your Offer Letter.

## **16. Liability**

- 16.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.
- 16.2 NMITE will not in any circumstances seek to limit or exclude its liability for death or personal injury that arises out of NMITE's negligence, fraud or fraudulent misrepresentation or for any other liability which NMITE cannot limit or exclude by law.
- 16.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your course.
- 16.4 NMITE cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
- i. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on NMITE property) unless it is caused by the negligence or fault of the NMITE or its staff;
  - ii. all indirect and consequential losses, however arising; and
  - iii. loss of opportunity and loss of income, business or profit, however arising.
- 16.5 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the Institute in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to NMITE or the amount, if any, the Institute receives from its insurers in respect of that particular loss, whichever is the greater.

## **17. Insurance**

- 17.1 You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) before coming to the Institute (note that if you have a place in Institute



halls basic contents insurance is included). NMITE is not liable for damage to or loss of such personal property. In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance.

## **18. Withdrawal of services**

- 18.1 NMITE reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the Institute, for example, where:
- i. events beyond the Institute's reasonable control prevent a service from being delivered either temporarily or permanently;
  - ii. information technology systems require essential maintenance work, upgrades, or repairs;
  - iii. health and safety or other legal reasons apply; or
  - iv. improvements and changes are being made to NMITE's estate and facilities.
- 18.2 NMITE will take reasonable steps to reduce the impact on students wherever reasonably possible, for example by moving teaching online, substituting alternative similar services, and giving notice in advance of such changes or likely periods of non-availability.
- 18.3 NMITE is unable to guarantee that all services will be available at all times to all students but will try to provide a reasonable level of service when NMITE is open.

## **19. Termination of contract**

- 19.1 NMITE may terminate your contract at any time if you are in material breach of these terms and conditions and in the following circumstances:
- i. If you have provided false, inaccurate, or misleading information in your application to NMITE
  - ii. If you fail to meet the specific conditions or requirements for your course
  - iii. If you fail to meet the conditions of your offer letter
  - iv. If you acquire a relevant criminal conviction
  - v. If you fail to enrol
  - vi. If you are withdrawn for failure on assessment
  - vii. If you fail to pay your tuition fees by the required deadline
  - viii. If you are found to have committed gross misconduct If you have failed to comply with NMITE's policies

## **20. General**

- 20.1 If any provision of this agreement is or becomes void, illegal, invalid, or unenforceable, that shall not affect the legality, validity, or enforceability of the other provisions.



- 20.2 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your course and replace any other undertakings or representations.
- 20.3 This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.
- Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 20.4 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.
- 20.5 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 20.6 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.