



Student Contract – Terms and Conditions 25-26

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1. Introduction

- 1.1 This document sets out the terms and conditions of contract between you and NMITE from when you accept our offer of a place at the Institute. Please note that you may have other contractual arrangements e.g., accommodation, Student Loans Company which will be subject to separate agreements that do not form part of this Student Contract.

2. Definitions

In this Student Contract the following definitions apply:

“we/us/our/the Institute /NMITE”	means the New Model Institute in Technology and Enginnering
“you/your”	means an application to the Institute or a registered student of the Institute
“programme”	means your prospective or registered programme of study at the Institute which following completion you will receive the relevant qualification

Student Contract means the following documents listed below:

- these terms and conditions;
- your offer letter;
- the programme prospectus, as appropriate, including the relevant programme information found on our website;
- Regulations for first degrees
- programme specifications
- any other student related NMITE policies

3. Your contract information

- 3.1 Before you accept our offer of a place at the Institute you should familiarise yourself with these terms and conditions and other documents which make up this Student Contract.

4. Your offer

- 4.1 Your offer letter will provide you with important information regarding:

- 4.1.1 The tuition fees payable to NMITE.
4.1.2 Any offer conditions that apply to you.
4.1.3 The duration and start date of the Programme.

- 4.2 Where you receive and offer to study of a programme, the offer may be conditional or unconditional. Your offer letter will specify the conditions of your offer and the date by which they must be achieved
- 4.3 NMITE may be withdraw your offer if you do not meet your offer conditions by the stipulated date. If your offer is withdrawn, these terms shall not apply.

5. Your contract with the Institute

- 5.1 Your legal relationship with NMITE is comprised of the Student Contract, also known as the “enrolment contract”, and is formed from the moment you accept your offer.
- 5.2 You are required to enrol to your programme at the start of your course, upon successful completion of one level of study, you will automatically move to each subsequent level of study.
- 5.3 You are required to register at the start of each academic year in September to confirm the continuation of your studies at NMITE. At this point you are required to review and update, if required, your personal information and to complete the annual student equality, diversity, and inclusion survey.
- 5.4 When you enrol at NMITE, you become subject to the Academic Regulations which are available on the website, and MyNMITE (student portal). It is at this point that you become liable for tuition fees.
- 5.5 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.

6. Tuition Fees

- 6.1 Every student is charged a confirmed tuition fee for each year and/or pro rata year of their course. This fee covers the educational and related services made available to students whilst they study at the Institute, including lectures, seminars and tutorials, course administrative costs, supervisory services, access to learning/technical resources, assessment of submitted work, and student support and wellbeing provision.
- 6.2 Your tuition fee does not cover costs relating to accessing other NMITE services. This can include residential accommodation, optional activities (such as club membership fees or field trips), the cost of textbooks or other course materials, personal technology, travel costs, 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 Tuition Fee and Refund Policy.

7. Annual Tuition Fee Increase

- 7.1 The fees for undergraduate courses for UK students or EU Students will align with the applicable fee caps set by the UK government. Tuition fees may be increased annually; however, 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 Retail Price Index. See the Tuition Fee and Refund Policy for further details. NMITE will publish fee changes on its website prior to the opening of applications for each academic year. You will be notified of any changes to tuition fees payable ahead of the academic year to which the increased fee will apply.

8. Immigration and Visas

- 8.1 If you are from a country outside of the UK and Ireland, you may need immigration permission to study in the UK and will need to provide valid ID that confirms your immigration status.
- 8.2 If you require a student visa to study in the UK, it is your responsibility to ensure that you have a valid visa throughout your programme. You must comply with any conditions that apply to your student visa, including attendance and engagement, as required by UK Visas and Immigration ("UKVI").
- 8.3 If you fail to comply with any immigration conditions, NMITE may be obliged to report this to UKVI in order to comply with our obligations to UKVI as a sponsor of international students.
- 8.4 On occasion, NMITE will need to contact the UK Home Office to clarify details on previous immigration history. By accepting your Offer, you consent to the NMITE contacting the Home Office on your behalf and the Home Office releasing your information as required.

9. How to cancel

- 9.1 After you have accepted your offer of a place to study at the Institute, you can cancel your acceptance within a 14-day cancellation period for any reason. This 14-day cancellation period runs from the date of your acceptance of our offer.
- 9.2 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 to:or email to registrar@nmite.ac.uk).

- 9.3 If you cancel this Student Contract within the cancellation period, we will reimburse to you all payments received from you in relation to this contract using the same means of payment as has been used for the initial transaction.
- 9.4 If you decide to cancel your place to study, after the course has begun and after the fourteen days statutory right to cancel period, 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. **Please refer to the Tuition Fee and Refund Policy.**

10. Changes to your course

- 10.1 Your offer to study at the Institute is based off the latest course information published. 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. Changes to the course may also be needed due to circumstances outside of the reasonable control of NMITE, such as key member of staff leaving the Institute or being unable to teach relevant modules due to a lack of expertise, or the demand for the course is higher or lower than the required to ensure a positive learning experience.
- 10.2 There may be other circumstances outside the reasonable control of the Institute whereby a course may need to be changed or cancelled. These circumstances include an unexpected lack of funding, industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a course, or part thereof, unsafe to deliver.
- 10.3 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.
- 10.4 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 to minimise the impact to you. Where you are unhappy with the changes to the course, you can withdraw from the course and we can assist in helping you find an alternative programme or university.

11. How we will communicate with you

- 11.1 Once you have enrolled NMITE will contact you by email using your NMITE email as your primary email address and you should therefore check it on a regular (at least daily) basis.

12. Your obligations

- 12.1 Once you enrol on a programme at NMITE, you are a member of the NMITE community and agree that you will behave respectfully to all other members of our community.
- 12.2 You agree that you will familiarise yourself with and adhere to all relevant regulations and policies including those regarding student and academic misconduct.
- 12.3 You agree that you will be responsible for your learning and will pursue your studies, making use of the resources and opportunities made available to you.
- 12.4 You will not misuse equipment or facilities provided to you by NMITE.

13. Our obligations

- 13.1 We are committed to maintaining an inclusive environment, where all students and staff are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background. Bullying, harassment, or victimisation will not be tolerated.
- 13.2 NMITE will provide you with tuition and learning support appropriate to your programme of study with reasonable care and skill.
- 13.3 NMITE will provide suitable teaching and learning spaces and access to the necessary equipment and facilities to enable you to successfully complete your course.
- 13.4 NMITE have in place appropriate regulations and policies to govern your course and your time as a student, which we will make available to you.
- 13.5 NMITE shall use reasonable efforts to provide you with accurate and timely feedback on your academic work and will assess you in accordance with the relevant regulations and policies.

14. Attendance

- 14.1 You are required to register your attendance at 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 module leader. Please refer to the Student Attendance Policy for details of how to register your attendance.
- 14.2 You must be aware of and comply with the Student Attendance Policy. Where your record of attendance is considered unsatisfactory; you will be invited via email to attend a meeting to discuss the issues. In the event that you do not attend this meeting, you will be contacted by letter inviting you to a re-arranged meeting. If you do not attend this meeting and are unable to provide good reason for your non-attendance we may withdraw you from the Institute.

15. Disability Support

- 15.1 If you have a disability or support need, and have disclosed this to NMITE, you will receive appropriate support as detailed in the Student Disability and Reasonable Adjustment Policy.
- 15.2 It is your responsibility to disclose a disability at the earliest opportunity.
- 15.3 If you choose not to tell us about your disability or do not provide full information about it before or during your programme of study, you may not be able to have access to the full range of support which might otherwise be available to you

16. IT equipment

- 16.1 Students may not connect personal IT equipment to the Institute's network except as set out in our Bring Your Own Devices (BYOD) Policy and in line with our IT Acceptable Use Policy. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g., virus attack) and that NMITE accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by NMITE or its staff, and provided always that NMITE accepts no liability for any indirect and consequential losses.
- 16.2 Students may be allocated a computer (usually a laptop) when commencing certain courses at NMITE. These devices will be owned, supported, and maintained by NMITE IT services. These devices will have software applications required for learning installed and licensed, ready for use.
- 16.3 Any damage or loss to NMITE IT equipment, including loaned IT devices, will be chargeable. Costs will be considered on a per case basis and charged directly to the individual responsible for the equipment.
- 16.4 Student are required to return their NMITE laptop within twenty working days of the end of their programme of study; students will normally incur a charge for the cost of the laptop if they do not return it within the stated time period.

17. Intellectual property

- 17.1 NMITE automatically and without special process allows students – individually and as a team - the right to claim and exploit Intellectual Property they have created.
- 17.2 In order to protect the commercial interests implicit in this, student teams should notify NMITE's Chief Academic Officer at the earliest opportunity of any IP they are considering claiming now or in the future. In these instances, NMITE will not use student products for teaching or marketing purposes, which it may otherwise do, without prior written permission from the IP holder(s) with student consent. Our policy regarding the ownership of intellectual property by students is set out in

the the NMITE Policy for the Management of Intellectual Property Arising in Undergraduate Studies.

18. Data Protection

- 18.1 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.
- 18.2 Purposes for which information is held include:
 - 18.2.1 general Institute administration requiring personal and academic details.
 - 18.2.2 management of academic processes such as academic audits, examination boards and award of degrees
 - 18.2.3 the management of Institute residences and social events
 - 18.2.4 alumni operations, including fund-raising.
 - 18.2.5 the provision of advice and support to students via, amongst others, Registry, Student Services, and the Accommodation Service
 - 18.2.6 internal research, including monitoring quality and performance.
- 18.3 The Institute allows employees and agents of NMITE to access data on a strictly need-to-know basis. Student information is disclosed to a variety of third parties or their agents, notably:
 - 18.3.1 students' sponsors (including Local Authorities), the Student Loan Company, and funding and research councils.
 - 18.3.2 Home Office (international and UK Student Visa students)
 - 18.3.3 Government departments including the Higher Education Statistics Agency (HESA). Further information is contained in the HESA Fair Processing Notices: <http://www.hesa.ac.uk/collection-notice>
 - 18.3.4 Department for Business Innovation and Skills (BIS)
 - 18.3.5 Council Tax and Electoral Registration Officers
 - 18.3.6 current or potential employers of NMITE students
 - 18.3.7 current or potential providers of education to NMITE students (including placement providers)
 - 18.3.8 professional and statutory bodies
- 18.4 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 to help us keep your record up to date

by notifying us of any alterations to your address, personal details, or course enrolments.

- 18.5 For full details please refer to the Data Protection Policy and the Student Privacy Notice.

19. Liability

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 NMITE cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
- 19.4.1 all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on NMITE campuses) unless it is caused by the negligence or fault of the NMITE or its staff.
 - 19.4.2 all indirect and consequential losses, however arising; and
 - 19.4.3 loss of opportunity and loss of income business or profit, however arising.
- 19.5 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.

20. Insurance

- 20.1 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 NMITE (note that if you have a place in NMITE accommodation 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.
- 20.2 The NMITE laptop that you are provided with at the start of your studies is covered by insurance and remains the property of NMITE.

21. Withdrawal of services

- 21.1 NMITE reserves the right to make variations to or withdraw services if such actions are considered to be necessary by the Institute, for example, where:
- 21.1.1 events beyond the Institute's reasonable control prevent a service from being delivered either temporarily or permanently.
 - 21.1.2 information technology systems require essential maintenance work, upgrades, or repairs.
 - 21.1.3 health and safety or other legal reasons apply; or
 - 21.1.4 improvements and changes are being made to NMITE's estate and facilities.
- 21.2 NMITE will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or periods of non-availability.
- 21.4 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.

22. Termination of contract

- 22.1 We reserve the right to terminate your Student Contract in the event that there are disciplinary or academic issues that cannot be resolved between you and NMITE. Subject to clause 22.2 below, we may terminate your Student Contract as a last resort, having first exercised alternative options.
- 22.2 NMITE may terminate your contract at any time if you are in material breach of these terms and conditions and in the following circumstances.
- 22.2.1 If you have provided false, inaccurate, or misleading information in your application to NMITE.
 - 22.2.2 If you are found to have acted in a manner considered misconduct or serious misconduct under the Student Disciplinary Policy.

- 22.2.3 If you fail to meet the specific conditions or requirements for your course, including acceptable levels of attendance as required within the Student Attendance Policy.
- 22.2.4 If you fail to respond to communications relating to your registered student status at the institution; including but not limited to, return from a period of Leave of Absence within timescale specified within the Leave of Absence Policy.
- 22.2.5 If you are withdrawn by the Assessment Board for reasons of non-progression.
- 22.2.6 If you fail to pay your tuition fees by the required deadline.
- 22.2.7 If you have failed to comply with NMITE's policies and procedures.

23. Complaints

- 23.1 If you are an applicant to the Institute and have concerns about the way your application was managed, you may have recourse to the Appeals Procedures in the Admissions Policy.
- 23.2 Once 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 Policy.

24. General

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

24.7 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.

Policy Owner	Director of Student Lifecycle	
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Date Policy (Re)Approved	TBC	
Approval authority	Executive Board	
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Equality Impact Assessment (EIA) completed	July 2021	
Amendment History	Date	Reason for Update
	08/2023	Annual review
	07/2024	Annual review
Summary of changes made to this version	<p>New sections: 2. Definitions 4. Your Offer 8. Immigration and Visas 12. Your Obligations 13. Our Obligations 14. Attendance 15. Disability Support Re-ordering to provide clarity of reading. Section 22 – addition examples provided.</p>	
Date for next review	01/06/2025	
Related Policies, Procedures, Guidance, Forms or Templates	<p>Tuition Fee and Refund Policy Student Attendance Policy Student Disability and Reasonable Adjustment Policy. Bring Your Own Devices (BYOD) Policy IT Acceptable Use Policy NMITE Policy for the Management of Intellectual Property Arising in Undergraduate Studies Data Protection Policy Student Privacy Notice Student Disciplinary Policy</p>	

	Student Attendance Policy Leave of Absence Policy Admissions Policy Student Complaints Resolution Policy All other student related policies
Policies superseded by this Policy	V1:Feb2020 V2:Aug2021 V3: Aug2022 V4: Aug2023