



## Student Contract – Terms and Conditions 2020-21

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### **1. Introduction**

- 1.1 This document sets out in detail the relationship between you and the Institute which starts when you accept an offer of a place at NMITE (the “Institute”). 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 prospectus,



regulations and policies which together make up your contract information and Terms and Conditions.

- 2.2 When you accept the offer of a place at NMITE you agree to be bound by the above terms and therefore we advise that you read the documents thoroughly. 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.

### **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.

### **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. If you do not enrol by the deadline date you have been given by the Institute, 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 as required by NMITE (normally at each subsequent FHEQ Level).
- 4.4 When you enrol at NMITE, you become subject to the terms of the Student Contract, comprising the “Main terms and conditions” and the Academic Regulations which available on the website, in the VLE (Canvas), and MyNMITE (student portal). It is at this point that you become liable to 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 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, if this contract is a "distance contract" or "off premises contract", 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 using the same means of payment as has been used for the initial transaction (subject to 5.6 above).
- 5.4 Beyond the statutory cancellation period, you must inform NMITE of your intention to withdraw as specified in the Tuition Fee and Refund Policy.

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

- 6.1 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.
- 6.2 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.



- 6.3 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.

## **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) basis.

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

- 8.1 You should 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 some courses and modules require a specific level of attendance which will be clearly stated in the module or course handbook.
- 8.2 Where your record of engagement is considered unsatisfactory, you will be invited to attend a meeting to discuss the issues. 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 do not attend this meeting, then you will be considered to have withdrawn from the course.

## **9. IT equipment**

- 9.1 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 Usage 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.

## **10. Complaints**

- 10.1 If you are an applicant to the Institute and have concerns about the way your application was handled, you may have recourse to the Appeals Procedures in the Admissions Policy. 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. Intellectual property**

- 11.1 Intellectual property is the term used to describe the outputs of your creative and intellectual endeavour, such as inventing a new process or product or writing new software. It can allow you to own things you create in a similar way to owning a physical property. You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.
- 11.2 The four main types of IP are:
- i. Copyright – protects material such as literature, art, music, sound recordings, films, and broadcasts



- ii. Designs – protect the visual appearance or eye-appeal of products
  - iii. Patents – protect the technical and functional aspects of products and processes
  - iv. Trademarks – protect signs that can distinguish the goods and services of one trader from those of another
- 11.3 More than one type of IP may apply to the same creation. Patents, registered trademarks, and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design right are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.
- 11.4 Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you and NMITE. All students, however, grant NMITE permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

## **12. Data Protection**

- 12.1 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.
- 12.2 Purposes for which information is held include:
- i. general Institute administration requiring personal and academic details
  - ii. management of academic processes such as academic audits, examination boards and award of degrees
  - iii. the management of Institute residences and social events
  - iv. alumni operations, including fund-raising
  - v. the provision of advice and support to students via, amongst others, Registry, Student Services, and the Accommodation Service
  - vi. internal research, including monitoring quality and performance
- 12.3 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:
- i. students' sponsors (including Local Authorities), the Student Loan Company, and funding and research councils
  - ii. 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-notices>
  - iii. Department for Business Innovation and Skills (BIS)
  - iv. Council Tax and Electoral Registration Officers



- v. current or potential employers of NMITE students
  - vi. current or potential providers of education to NMITE students (including placement providers)
  - vii. professional and statutory bodies
- 12.4 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 so help us keep your record up to date by notifying us of any alterations to your address, personal details, or course enrolments.
- 12.5 For full details please refer to NMITE's Data Protection Policy and the Student Privacy Notice on the website.

### **13. Health and safety**

- 13.1 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, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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



- 13.6 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.
- 13.7 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 Health and 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 MyNMITE (student portal).
- 13.8 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.

## **14. Tuition Fees**

- 14.1 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.
- 14.2 It does not cover charges that may be incurred though 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 Tuition Fee and Refund Policy.

## **15. Annual Tuition Fee Increase**

- 15.1 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. NMITE will publish fee changes on its website prior to the opening of applications for each academic year.

## **16. Undergraduate Fee status classification**

- 16.1 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.



## **17. Liability**

- 17.1 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.
- 17.2 Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
- 17.3 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.
- 17.4 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 campuses) unless it is caused by the negligence or fault of the NMITE or its staff
  - ii. the non-return of work submitted for assessment
  - iii. personal injuries or death except in so far as it is caused by the negligence of NMITE or its staff
  - iv. all indirect and consequential losses, however arising; and
  - v. loss of opportunity and loss of income or profit, however arising
- 17.5 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.

## **18. Insurance**

- 18.1 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.





## **19. Withdrawal of services**

- 19.1 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
- 19.2 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 likely periods of non-availability.
- 19.3 NMITE reserves the right to make reasonable additional charges and to vary such charges from time to time for services in order to cover costs or to ensure the availability of Services for the benefit of all students, (for example by fining students who misuse services to the detriment of other users).
- 19.4 NMITE is unable to guarantee that all services will be available at all times to all students but will endeavour to provide a reasonable level of provision when NMITE is open.

## **20. Termination of contract**

- 20.1 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

## **21. General**

- 21.1 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.
- 21.2 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.

- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 21.7 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.