



Terms and Conditions upon acceptance of an Offer from St Mary's University

## Definitions

"Contract" means the agreement between you and St Mary's University

"Offer" means an offer to you from St Mary's University of a place on your chosen programme subject to these Terms and Conditions

"Programme" means your chosen course of study

"Website" means [www.stmarys.ac.uk](http://www.stmarys.ac.uk)

"You" means a prospective student at St Mary's University

## 1. Introduction

1.1 These Terms and Conditions should be read in conjunction with the following:

- Academic Regulations;
- Admissions Policy;
- Fees Policy;
- The Student Charter;
- The Offer Letter; and

St Mary's University Prospectus

1.2 These Terms and Conditions and the documents referred to above create the terms of a Contract between you and St Mary's University ("St Mary's"). By accepting the Offer you accept the terms in full.

1.3 It is your responsibility to read and make sure you understand the Terms and Conditions and the documents referred to above, any queries and/or concerns should be raised with St Mary's before accepting the Offer.

Any queries should be emailed to [sarah.gibb@stmarys.ac.uk](mailto:sarah.gibb@stmarys.ac.uk)

1.4 Please note St Mary's reserves the right to make changes to these Terms and Conditions, and the documents referred to above, at any time. St Mary's will ensure you are made aware of any such changes.

## 2. Your Offer explained

Conditional

2.1 Your Offer will be conditional if you are yet to take the necessary examinations to obtain the results required by your chosen programme. If your Offer is conditional, you will be required to meet certain academic and/or non-academic requirements in order to be admitted onto your chosen programme.

2.2 The conditions, as set out in your Offer letter, do not need to have been met at the time of accepting your Offer but must be met before admission on to the programme.

#### Unconditional

2.3 Your Offer will be unconditional if you have already achieved the academic requirements for your chosen programme.

#### Deferred Entry

2.4 If your Offer is for deferred entry, you must still satisfy the conditions in your Offer letter by 31st August 2019 and if you satisfy those conditions, or if your Offer is unconditional a place on your chosen programme will be reserved for 2020.

### **3. The conditions of your Offer**

#### Academic

3.1 If you have applied through Universities and Colleges Admissions Service (“UCAS”) then your results will be automatically transmitted to St Mary’s.

3.2 If you have already met the academic requirements for your chosen programme and your results are not automatically transmitted to St Mary’s via UCAS or confirmed by your school, college or university when you apply, you will be required to produce satisfactory evidence of your qualifications.

3.3 Further to 3.2 above, you should provide the Admissions department with an original transcript or certificate, or a clear and legible copy that has been authenticated by the issuing Organisation.

#### English Language Requirement

3.4 If English is not your first language you must provide evidence of your English language ability required for academic study. Details of recognised English Language qualifications can be found online: <http://www.stmarys.ac.uk/international/entry-requirements.htm>

#### Deposit

3.5 Some programmes may require you to pay a deposit, if you are required to pay a deposit this will be made clear in your Offer letter.

3.6 If you are classified as an ‘Overseas Students’ you will be required to pay a £2,000 deposit towards your tuition fees before St Mary’s can issue a Certificate of Acceptance for student visa or student visa extension purposes.

#### Disclosure and Barring Service Checks (“DBS”)

3.7 Some programmes require you to undertake a DBS check; this will be stated as one of the conditions to be fulfilled in your Offer letter.

#### Other conditions

3.8 You may be required to fulfil other conditions, such as declaration of fitness to practise; any conditions that you need to fulfil for your chosen programme will be made clear in your Offer letter.

#### Withdrawing an Offer

3.9 St Mary’s reserves the right to withdraw or amend any Offer if:

- unsatisfactory references are received;
- you fail one or more of the conditions specified in your Offer letter;

- you fail to provide evidence of qualifications and/or fail to undertake medical or DBS checks; and

it discovers that any information contained in your application is fraudulent; this includes failure to disclose any information that may be relevant to your application.

#### **4. Registration**

4.1 You will be required to register with St Mary's before the commencement of your programme and to re-register annually.

#### **5. Tuition fees**

5.1 By accepting an Offer you are agreeing to pay all tuition fees for your choice of programme on the specified dates. At registration you will be required to indicate how you will pay your tuition fees.

##### Fee Status

5.2 When you accept the Offer, you accept St Mary's decision in relation to your home or overseas fee status. This decision is made on the basis of the available evidence at the time. Decisions can only be changed in certain and exceptional cases, therefore if you think the decision is incorrect, you must inform the Admissions department in writing explaining why you think the decision is incorrect.

##### Funding yourself

5.3 If you are paying the fees yourself you may choose to pay them in three instalments. St Mary's reserves the right to refuse the instalment option to students with a poor payment record.

##### Sponsored Students

5.4 If you are a sponsored student, you must provide a satisfactory written undertaking from your sponsor (including the name and address of the person to whom invoices should be addressed) that your fees will be paid. If your sponsor fails to pay you will be responsible for paying your tuition fees.

##### Overseas Students

5.5 Students who are classed as 'Overseas Students' and require a visa to study in the UK will be required to have this in place prior to registration. Please see the website for further details <http://www.stmarys.ac.uk/international>

##### General

5.6 You are responsible for your own living expenses, and you must ensure that you have access to the necessary funding or Student Loan before the start of your programme of study.

5.7 Tuition fees will be reviewed and revised on an annual basis and may be subject to a small increase.

5.8 The terms of any offer by St Mary's to provide you with accommodation during your studies will be the subject of a separate accommodation contract and will detail payment of such fees. General information regarding accommodation can be found on the Accommodation pages of the website.

## **6. Cancellation**

6.1 You are entitled to cancel the Contract between you and St Mary's within 14 days of accepting the Offer. You must inform St Mary's of your decision to cancel either verbally or in writing.

6.2 St Mary's will refund any tuition fees paid as soon as possible or in any event within 14 days of notice of cancellation.

## **7. The Programme**

7.1 In the unlikely event that the University discontinues or does not provide your course or changes it significantly before it begins:

7.1.1 the University will use its reasonable endeavours to tell relevant individuals at the earliest possible opportunity;

7.1.2 the University will use its reasonable endeavours to offer to relevant individuals an alternative replacement course at its earliest opportunity;

7.2 In the event that the relevant individual does not wish to accept the replacement course and notifies the University in writing within reasonable time of being informed of the change, the University will make an appropriate refund of tuition fees and deposits paid in accordance with the University's stated policy from time to time.

## **8. Intellectual Property: Ownership of Students work**

8.1 Intellectual Property ("IP") refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images. Intellectual Property Rights are the rights granted to the owner to protect such creations.

8.2 In accordance with St Mary's Intellectual Property policy, St Mary's recognises that the student is the owner of any IP created whilst he/she is a registered student unless there is any written agreement to the contrary.

## **9. Data Protection**

9.1 By entering into a Contract with St Mary's you give St Mary's the right to hold and process your personal data including some sensitive personal data. St Mary's will process your data in accordance with the Data Protection Act 1998 and in accordance with St Mary's own Data Protection policy.

9.2 You consent to St Mary's passing some of your personal data to the Higher Education Statistics Agency ("HESA") The information passed on will form your HESA record, please note this does not include your contact details. Your HESA record will not be used in any way that affects you personally.

## **10. General**

10.1 Neither party shall be liable for inability or delay in performance or non-performance of any of their obligations if caused by circumstances beyond their reasonable control including, but not limited to, industrial action, strikes, lockouts, fire, flood, earthquake, bad weather conditions, explosion, war, terrorist attack, technical failure, or power failure.

10.2 No term of the Contract between you and St Mary's is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

10.3 The Contract or any dispute arising from or out of it is governed by English law and subject to the exclusive jurisdiction of the English Courts.