

ST MARY’S UNIVERSITY, TWICKENHAM
STUDENT TERMS AND CONDITIONS 2025/26

1. INTRODUCTION

- 1.1 The University believes that it is important that you understand the key terms, conditions and regulations that the University will apply and rely upon in our relationship with you. This document contains important information about your agreement with St Mary’s University and links to important information. You should read these carefully before you accept a place at St Mary’s (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which St Mary’s will provide your Course, and the obligations which you have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on you and on St Mary’s. If you accept an offer to study at St Mary’s, these Terms and Conditions will form your agreement with us.
- 1.3 If there is anything in these Terms and Conditions that you do not understand please see a list of relevant contacts at the end of this document.
- 1.4 Please note that these Terms and Conditions apply to St Mary’s undergraduate Courses, postgraduate taught Courses, postgraduate research, online Courses and PGCE Courses.

2. DEFINITIONS

2.1 In these Terms and Conditions, the following terms have the following meanings:

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| “Additional Costs” | means additional Course or study-related costs. |
| “Cancellation Period” | has the meaning set out in clause 7. |
| “Contract” | means the contract that governs the relationship between students and St Mary’s and has the meaning set out in clause 3.2. |
| “Course” | means your chosen course of study as described in your Offer. |
| “Course Specification” | means, subject to these Terms and Conditions, the description of the Course set out on our Website as at the date you accept your Offer. |
| “Data Protection Legislation” | means (i) the GDPR ((EU) 2016/679) and the retained EU law version of the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018; (iii) all other applicable Law about data protection and privacy in force from time to time. |
| “Enrolment” | means the process when you officially become a Student and “Enrol” shall be construed accordingly. |
| “Offer” | means an offer to you from St Mary’s University of a place on your chosen Course subject to these Terms and Conditions |
| “Force Majeure Event” | has the meaning set out in clause 15. |
| “International Student” | means any student who is not a UK national (regardless of tuition fee status). |
| “Personal Data” | has the meaning set out in the Data Protection Legislation and for the purposes of these Terms and Conditions includes Sensitive Personal Data. |
| “Practice Partners” | means a third party with whom a Student may undertake a placement. |

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| “Regulations, Policies and Procedures” | means the Academic Regulations , Admission Policy , Tuition Fee Regulations, Student Charter and other rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to you on our Website or otherwise provided to you. |
| “Special Category Data” | means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data concerning health or data concerning a natural person’s sex life or sexual orientation. |
| "St Mary's" "we", "us" and "our " | refers to St Mary's University, Twickenham, a company limited by guarantee registered in England and Wales under number 5977277 whose registered office is at Waldegrave Road, Strawberry Hill, Twickenham TW1 4SX. |
| “Terms and Conditions” | has the meaning set out in clause 1.1 |
| “UKVI” | means UK Visas and Immigration and any replacement body from time to time. |
| “Website” | means www.stmarys.ac.uk |
| “you/your” | means a prospective or enrolled student at St Mary’s. |

1. THE CONTRACT

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

- 1.1.1 the Offer Letter (and any specific conditions or terms contained in your Offer Letter);
- 1.1.2 the Tuition Fee Regulations;
- 1.1.3 the Course Specification; and
- 1.1.4 the Regulations, Policies and Procedures (defined above).

1.2 These Terms and Conditions and the documents referred to above create the terms of a contract between you and St Mary’s (the **“Contract”**). By accepting the Offer, you accept these Terms and Conditions and documents listed in clause 1.1 in full.

1.3 It is your responsibility to read and make sure you understand the Terms and Conditions and the documents in clause 1.1. Any queries and/or concerns should be raised with St Mary’s before accepting the Offer.

1.4 Please note that the documents as noted in 1.1.1 to 1.1.4 (inclusive) above may be amended from time to time in accordance with these Terms. At all times you will be subject to the most recent version of the relevant documents noted in 1.1.1 to 1.1.4 (inclusive) above.

1.5 If there is a conflict between any parts of the Contract, then we would resolve it in the order that we have set out the different parts of your contract within clauses 1.1.1 to 1.1.4 above.

2. YOUR OFFER EXPLAINED

2.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in the Course Specification, this clause 2 and clause 3 to secure your place on your Course.

2.2 Your Offer will be conditional or unconditional. This will be outlined in the letter or email Offer which you receive.

- 2.3 It is important that you provide accurate information in your application to study at St Mary's. If it is later found that your application contains false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we cancel the Contract, withdraw your Offer, suspend you from participation on your Course or terminate your Enrolment in accordance with clause 14 Termination.
- 2.4 Your Offer letter will confirm whether you are required to pay tuition fees at the UK Student or International Student rate. If you feel the assessment is incorrect, you must notify the appropriate Admissions team before accepting your Offer.
- 2.5 Your Offer contains the title of the Course on which you have been offered a place. Please see the Course Specification for information detailing the content and duration of your Course.

Conditional Offers

- 2.6 Your Offer will be conditional if you are yet to take the necessary examinations to obtain the results required by your chosen Course. If your Offer is conditional, you will be required to meet certain academic and/or non-academic requirements to be admitted onto your chosen Course.
- 2.7 The conditions, as set out in your Offer, do not need to have been met at the time of accepting your Offer but must be met before the date specified in your Offer.
- 2.8 If you have not fulfilled the conditions of your Offer, before the date specified in your Offer, we reserve the right to withdraw your Offer. Please note that meeting the conditions of your Offer is a different process to accepting your Offer. It is, therefore, important that you accept any Offer with us if you want to study at St Mary's, even if you are unable to meet the conditions at that point.
- 2.9 If your first language is not English for certain Courses you will need to meet our English language requirements to study with us (as notified to you in your Offer), and if you require a Student Visa then the UK government define how you must meet the English language requirements.

Unconditional Offers

- 2.10 Your Offer will be unconditional if you have already achieved the academic requirements for your chosen Course

Deferred Entry

- 2.11 If your Offer is for deferred entry, you must still satisfy any conditions in your Offer letter by the date specified in your Offer and if you satisfy those conditions, or if your Offer is unconditional, a place on your chosen Course will be reserved for the relevant academic year. Further information is set out in the [Admissions Policy](#).

3. GENERAL TERMS AND CONDITIONS RELATING TO YOUR OFFER

- 3.1 Your Offer letter may set out academic or Course-specific conditions that you are required to meet to Enrol on your Course.

Academic

- 3.2 If you have applied through Universities and Colleges Admissions Service ("UCAS") then your results will either be automatically transmitted to St Mary's or you will need to access your UCAS Track account and accept the Offer before the deadline communicated to you by UCAS and shown on your UCAS Track page.
- 3.3 If you have already met the academic requirements for your chosen Course 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 by the date specified in your Offer. You should provide such evidence to the Admissions department. This may include an original transcript or certificate, or a clear and legible copy that has been authenticated by the issuing organisation.

- 3.4 All Offers are subject to a number of general terms and conditions that are separate to any academic or Course specific conditions. They include:

English Language Requirement

- 3.5 If English is not your first language, a condition of your Offer may be to provide evidence of your English language ability required for academic study. Details of recognised English Language qualifications can be found [here](#).

Deposit

- 3.6 Some Courses may require you to pay a non-refundable deposit. If you are required to pay a deposit this will be made clear in your Offer letter.
- 3.7 If you are classified as an Overseas student, you will be required to pay a deposit towards your tuition fees before St Mary's can issue a Certificate of Acceptance for student visa or student visa extension purposes. The amount of the deposit will be set out in your Offer and further details in relation to deposits (including circumstances when the deposit may be refunded) are set out in the Tuition Fee Regulations.

Disclosure and Barring Service Checks ("DBS")

- 3.8 Some Courses require you to undertake a DBS check. If you are required to undertake a DBS check this will be stated as one of the conditions to be fulfilled in your Offer.
- 3.9 If you have a criminal record, you must inform us in your application. If you receive a criminal caution, warning, a fixed penalty notice or are convicted of a criminal offence whilst you are enrolled as a student at St Mary's, you are required to inform us immediately, in accordance with the [Policy on applicants and students with a criminal conviction](#).

Suitability for Professional Practice

- 3.10 Where a course is public facing (for example, teaching or healthcare) your course includes practical teaching in a professional role and/or the award or degree from the University enables you to register with an associated and/or Statutory body, the University has a duty to ensure that you are 'suitable for professional practice'. This may apply to courses in teaching, social work, counselling and psychology, healthcare, medicine and nursing amongst others. If you are applying for a course of this nature, you are required to tell the University if there is anything that may affect your ability to study or practice at the point of application and throughout your course, this could be:
- 3.10.1 a health or disability concern;
 - 3.10.2 your previous or current behavior/actions may be deemed in breach of the relevant code of conduct; and/or
 - 3.10.3 any previous convictions or ongoing investigations in accordance with the above-mentioned Policy on applicants and students with a criminal conviction.
- 3.11 The University, Practice Partners and/or any third party will then undertake an assessment of whether you are suitable for that course or placement. It may determine that you are suitable for professional practice, it may require further evidence from you or put conditions in place in order to deem you fit to start or continue studies on your chosen course, or it may deem you unsuitable for professional practice on that course in which case it may be able to look at alternative courses for you. The University reserves the final decision on placement offers based on the assessment undertaken. If you fail to inform the University on application of information that could deem you unsuitable for professional practice, you may be withdrawn part way through the course or subject to fitness to study/practice procedures if such information is then identified. Please read the relevant associated Professional and/or Statutory Body's terms and policies for guidance on suitability before accepting a place on your chosen course.
- 3.12 In addition, to enrol on your course, you may also be required by the relevant professional body (e.g. the NHS) to present a Code of Professional Conduct and Fitness to Practice statement. This additional information will include mental health and welfare considerations and failure to meet the required Fitness to Practice standard will lead to the University withdrawing its offer to you.

- 3.13 Adherence to Professional Suitability and Fitness to Practice Standards is an ongoing requirement throughout your Enrolment at the University and any change in your circumstances that may affect your professional suitability or fitness to practice must be declared to the University, may be investigated in accordance with Fitness to Practice Standards, and could result in adjustments being made for you, a withdrawal from the placement or your being withdrawn from your course.
- 3.14 For healthcare and medicine courses, students are required to undergo occupational health clearance to ensure they are fit for study and practice, protect vulnerable patients/public from infection and identify needs for support or adjustments, safeguarding both the student and the patients/public they work with. Failure to obtain occupational health clearance may lead to students being prevented from starting or continuing on their course or could trigger fitness to study or practice proceedings.

Other Conditions

- 3.15 It is a general condition of your Offer that you provide us with accurate and up-to-date information and update us about any circumstances that may impact on your ability to study with us (including criminal convictions or changes to your legal status in the UK).

4. ENROLMENT

- 4.1 You must Enrol within two weeks of the start of each academic year of your Course, including if you are a new Student Enrolling at the start of year one. If you fail to complete Enrolment within this timeframe, we reserve the right to refuse your registration and terminate the Contract.
- 4.2 During the Enrolment process you may be asked to review and accept any updated information and Regulations, Policies and Procedures applicable to you.
- 4.3 To be initially enrolled as a Student, you must comply with the requirements of clause 3.
- 4.4 In addition, annual re-Enrolment on your Course will be subject to:
- 4.4.1 ongoing compliance with the applicable provisions of clause 3;
 - 4.4.2 meeting the requirements of academic progression; and
 - 4.4.3 full payment of any applicable outstanding tuition fees.
- 4.5 If you are not a British (including the Channel Islands and Isle of Man) or Republic of Ireland passport holder, you must provide your passport and proof of immigration status (if applicable) as part of a Right to Study check, regardless of whether you have already provided these documents (on application) to determine your Home or Overseas tuition fee status. The Right to Study check takes place at the start of every new academic year or stage of your Course, prior to Enrolment. If you hold immigration, other than as a Student sponsored by Us, we will contact you during each academic year to confirm that nothing has altered regarding your immigration permission to live and study in the UK.

5. WITHDRAWING AN OFFER

- 5.1 St Mary's reserves the right to withdraw or amend any Offer. A non-exhaustive list of reasons why St Mary's may withdraw or amend an Offer is set out below:
- 5.1.1 unsatisfactory references are received;
 - 5.1.2 you fail one or more of the conditions specified in your Offer or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Course;
 - 5.1.3 you fail to provide evidence of qualifications and/or fail to undertake medical or DBS checks; and/or it discovers that any information contained in your application is false, fraudulent, misleading or incomplete (for the avoidance of doubt) this includes failure to disclose any information that may be relevant to your application;

- 5.1.4 if we discover or receive notification that there has been a substantial change in your circumstances and the change impacts on your suitability or eligibility to study with us;
- 5.1.5 if you declare, or we discover, that you have a criminal record that suggests there is a significant risk to St Marys and other students or members of the public (for students on public facing courses) if you enroll with us (if we are considering withdrawing your Offer we will apply the criteria specified in the admissions policy before reaching a decision);
- 5.1.6 if you are required to pay a deposit and fail to do so in accordance with your Offer;
- 5.1.7 If you behave in a manner which breaches St Mary's [Student conduct procedure 2025/26](#).
- 5.1.8 if you require a CAS and we believe that you are not eligible to apply for a Student visa, this includes if you are unable to meet the financial requirements for the visa application or because we have assessed that you do not meet the requirements set out in the immigration rules, Regulations, Policies and Procedures or set out in St Mary's institutional Regulations, Policies and Procedures relating to CAS; or
- 5.1.9 if you require permission to study in the UK and fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions.

6. REGULATIONS, POLICIES AND PROCEDURES

6.1 You agree that you will observe the Regulations, Policies and Procedures which include:

- 6.1.1 St Mary's Academic Regulations;
- 6.1.2 any specialised academic regulatory frameworks that are applicable to your Course;
- 6.1.3 St Mary's information Security Policy;
- 6.1.4 St Mary's Disciplinary Procedure;
- 6.1.5 St Mary's Fitness to Practice Procedure; and
- 6.1.6 St Mary's Fitness to Study Procedure

Please note that the above is a non-exhaustive list. For a full list of St Mary's regulations, policies and procedures that may apply to your Course, please follow this link [View all university policies](#).

- 6.2 The Regulations, Policies and Procedures contain important information about the expectations that we have of you as a Student and the relevant procedures and processes to be followed. These include your engagement and attendance at St Mary's, what happens if you are unwell, the standards of behavior that are expected of you, training we may require you to undertake, how we deal with any academic misconduct and how your studies may be suspended. They also set out how you will be assessed in order to progress and/or completed your Course. The Regulations, Policies and Procedures also set out how you can raise complaints and concerns with us.
- 6.3 We reserve the right to make reasonable changes to the Regulations, Policies and Procedures. The reasons for such changes include, but are not limited to, ensuring that the Regulations, Polices and Procedures are fit for purpose, to incorporate sector guidance or good practice and to incorporate student feedback.

7. YOUR RIGHT TO CANCEL

- 7.1 Under consumer protection law you are entitled to cancel the Contract between you and St Mary's for any reason up to 14 Calendar days after commencing your Course, and for students studying online Courses, up to 14 days after the latest payment date for the start of the Course (the

“Cancellation Period”). You must inform St Mary’s of your decision to cancel by:

7.1.1 contacting Admissions by sending a message to the relevant Admissions Office; or

7.1.2 completing the model cancellation form set out in Appendix 1 and sending it to apply@stmarys.ac.uk.

7.2 If you terminate the Contract within 14 days of you accepting your Offer and entering into a Contract with St Mary’s, we will refund any tuition fees and deposit paid as soon as possible and in any event within 14 days of receipt of your notice of cancellation. If you terminate the Contract after this period, St Mary’s will refund any tuition fees and deposit paid as soon as possible and in any event we will use reasonable endeavours to refund any such amounts within one calendar month of receipt of your notice of cancellation.

7.3 If you withdraw from your Course outside of the Cancellation Period, your tuition fee liability will be calculated in accordance with the terms set out in the Tuition Fee Regulations.

7.4 If you would like to withdraw from your Course outside of the Cancellation Period, you must complete a Student Withdrawal or Leave of Absence Form. For further information please see our [Withdrawal Policy](#).

7.5 Where you withdraw from your Course and you are funded by the Student Loans Company, the fees that you have incurred in an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines as updated from time to time.

8. TUITION FEES

8.1 By accepting an Offer you are agreeing to pay all tuition fees for your Course on the dates specified in the Tuition Fee Regulations. At registration you will be required to indicate how you will pay your tuition fees. Full information in relation to your tuition fees and payment of your tuition fees is set out in the Tuition Fee Regulations.

Fee Status

8.2 The amount of your tuition fees will vary depending on whether your fee status is classified as “Home” or “Overseas”. Your fee status is assessed before the start of your Course and confirmed in your Offer. When you accept the Offer, you accept St Mary’s decision in relation to your Home or Overseas fee status. This decision is made based on 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 relevant Admissions Office explaining why you think the decision is incorrect. Further information in relation to your fee status is set out in the Tuition Fee Regulations.

Funding yourself

8.3 If you are paying the fees yourself, you may choose to pay them in three instalments. Further information in relation to payment of your tuition fees is set out in the Tuition Fee Regulations.

Sponsored Students

8.4 If you are a sponsored student, you must complete a Sponsorship Confirmation Form which you can download [here](#). If your sponsor fails to pay you will be responsible for paying your tuition fees. Further information in relation to payment of your tuition fees by a sponsor is set out in the Tuition Fee Regulations.

Overseas Students

8.5 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 clause 21 for further details.

Tuition Fee Variations

- 8.6 Many Courses last several years, and St Mary's reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew St Mary's facilities (for example, buildings, IT and library facilities) and inflation. St Mary's therefore reserves the right to increase tuition fees annually to recognise these changes as set out in this clause 8.
- 8.7 Tuition fee increases for undergraduate Home students are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Irish Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 8.8 In any event, a tuition fee increase in any one year for returning or continuing Home students, whose Courses are subject to regulated or capped fees, shall not exceed the greater of:
- 8.8.1 15% (fifteen percent) on the previous academic year's tuition fee; and
- 8.8.2 the average percentage increase in the Consumer Prices Index which is a measure of inflation published monthly by the Office for National Statistics, for the 12 months immediately preceding the decision to increase fees,
- subject at all times to the tuition fees not exceeding any tuition fee cap imposed by Government from time to time.
- 8.9 A tuition fee increase in any one year for returning or continuing postgraduate and Overseas students, whose Courses are not subject to regulated or capped fees, shall not exceed the greater of:
- 8.9.1 15% (fifteen percent) on the previous academic year's tuition fee; and
- 8.9.2 the average percentage increase in the Consumer Prices Index which is a measure of inflation published monthly by the Office for National Statistics, for the 12 months immediately preceding the decision to increase fees.
- 8.10 Where tuition fee increases are applied, St Mary's will aim to give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.

Sanctions for non-payment or late payment of your Tuition Fees

- 8.11 If you do not pay your Tuition Fees (or any instalment thereof) in accordance with the payment terms set out in this Contract or the Tuition Fee Regulations you may be subject to one or more of the following sanctions:
- 8.11.1 you may be prohibited from accessing online Course content;
- 8.11.2 you may be prohibited from attending teaching activities, including placements;
- 8.11.3 you may be prohibited from sitting examinations/submitting coursework;
- 8.11.4 your access to student records may be removed;
- 8.11.5 you may be suspended or your Contract with St Mary's may be terminated in accordance with clause 14;
- 8.11.6 you may not be allowed to Enrol or re-enrol on the same or a different Course;
- 8.11.7 you may not be allowed to attend a graduation ceremony;
- 8.11.8 your results or your degree classification may be withheld;
- 8.11.9 we may not issue your degree certification;
- 8.11.10 we may not verify or confirm your results to any third party or provide a reference;

8.11.11 you may be restricted from accessing services, building and facilities or St Mary's such as the library or digital resources; and/or

8.11.12 your access to St Mary's email and IT systems may be suspended.

8.12 St Mary's Tuition Fee Regulations includes information about what fees are charged if you interrupt or withdraw from your Course.

8.13 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

8.14 We reserve the right to change interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from you, and an administration fee may be charged in respect of card chargebacks. Further details are contained in St Mary's Tuition Fee Regulations.

General

8.15 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 Course.

8.16 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 [here](#).

8.17 Please be aware that the Student council tax exemption applies from the official course start date until the official course end date. This means that council tax may be charged if you move into a property before your course starts and remain there once your course ends. The student exemption does not extend to your graduation date.

9. ST MARY'S OBLIGATIONS

9.1 Once you have Enrolled, we will, subject to these Terms and Conditions, provide you with a place on the Course set out in your Offer.

9.2 We will make reasonable efforts to deliver your Course in line with your Offer, Course Specification and our Regulations, Policies and Procedures.

9.3 Where your Course contains optional modules, we cannot guarantee that these will be available to all students who may wish to take them.

9.4 During your Course, or as part of it, you may have the opportunity to study abroad or undertake a placement. Please see clause 10 for further details.

9.5 Although St Mary's is based in Twickenham, London our Courses may be delivered:

9.5.1 on-campus through face-to-face teaching;

9.5.2 online using distance learning methods;

9.5.3 using a blended approach of on-campus and online delivery; or

9.5.4 through third parties by way of placement or optional delivery.

9.6 The method of delivery for your Course will be stated in the Course Specification. If St Mary's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see clause 12 below for further details.

9.7 All Students who are enrolled on Courses that involve an element of online delivery will need to ensure that they have access to a computer with suitable video and audio capabilities, as well as access to a reliable internet connection in order to undertake the online elements of their Courses.

10. PLACEMENTS

10.1 During your Course or in some cases as a compulsory part of it, you may have the opportunity to

study abroad or undertake a placement. Details of this will be included in your Course Specification.

- 10.2 You are responsible for ensuring that you meet the health, safety checks or other requirements of the placement provider. Any failure by you to comply may result in a placement withdrawal which could affect your ability to progress and successfully complete your Course.
- 10.3 St Mary's will not be responsible for any acts or omissions of a third-party placement provider unless caused by the negligence, acts, omissions, breach of the Contract or breach of law by St Mary's.

11. CHANGES TO REGULATIONS, POLICIES AND PROCEDURES

- 11.1 During your Course, we may update and replace our Regulations, Policies and Procedures from time to time to ensure that St Mary's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Regulations, Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see clause 12 for provisions concerning changes to Courses).
- 11.2 Any changes made under this clause 11 will normally come into effect at the start of the next academic year. However, a change may be introduced during the academic year where we reasonably consider this to be in the interests of the students or where this is required by law, by a regulatory body, or other exceptional circumstances. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 11.3 The updated Regulations, Policies and Procedures will be made available on the Website and may be publicised by other means so that students are made aware of any changes.

12. CHANGES TO COURSES

- 12.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time between the publication of Course advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-
- 12.1.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of St Mary's means that teaching locations change to a different site;
- 12.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how St Mary's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
- 12.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. For example, this may be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of our staff, or by other resources, such as temporary staff, that we would normally engage in such circumstances;
- 12.1.4 where a teaching location becomes unavailable for reasons outside our control;
- 12.1.5 where the numbers recruited on a Course or module are insufficient to enable us to deliver an appropriate quality of education for the students enrolled;
- 12.1.6 where St Mary's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
- 12.1.7 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Specification.

- 12.2 We will aim to keep any required changes to the minimum necessary to achieve the required quality of experience and notify affected Students in advance.
- 12.3 St Mary's is committing to providing qualified staff to teach its Courses, but it does not commit to ensuring that any individual will teach on any given Course. Where members of staff leave St Mary's, take leave or are or otherwise become unavailable to teach they will be replaced by either existing staff or new staff appointed by St Mary's.
- 12.4 If St Mary's sponsors you under a student visa, Course changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your Course, you should speak to us before taking any action.

Closure of Courses

- 12.5 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. Examples of where Course closure may be made or required are (without limitation):-
 - 12.5.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of St Mary's staff, or by other resources (e.g. temporary staff) that St Mary's would normally engage in such circumstances;
 - 12.5.2 where a teaching location becomes unavailable due to events outside our reasonable control (a Force Majeure Event); or
 - 12.5.3 there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.
- 12.6 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our Student Protection Plan.

Consequences of changes to Courses or closure of Courses Changes to

Courses before Enrolment

- 12.7 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Course (as against the commitments made in your Offer and/or Course Specification and as reasonably determined by us) before you Enrol at St Mary's, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended Course, you may either:-
 - 12.7.1 terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees and with St Mary's issuing you with a full refund of any and all tuition fees you have paid; or
 - 12.7.2 transfer to another Course (if any) as may be offered by us for which you are qualified.

Changes to Courses or closure of Courses post Enrolment

- 12.8 Where changes or Course closure is proposed or have to be made for the reasons outlined in this clause 12, St Mary's will take all reasonable steps to minimise disruption to students (including where your Course is closed and St Mary's is unable to complete delivery of your Course). It will use reasonable efforts, with your consent, to transfer you to a new course: (i) at St Mary's for which you are qualified; or (ii) at an alternative higher education provider.
- 12.9 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.

- 12.10 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 12.11 If we make substantial changes to your Course (as against the commitments made in your Offer and/or Course Specification and as reasonably determined by us) after you have Enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your Course, you must notify us of this in writing, following which we may offer you a suitable alternative Course for which you are qualified (at no additional cost to you). If you are unhappy with the alternative Course we offer you or we are unable to offer you a suitable alternative Course, you may end your Contract by giving St Mary's notice by email [here](#) or in writing. The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due.
- 12.12 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

13. STUDENT OBLIGATIONS AND CONDUCT

- 13.1 You agree that you will:
- 13.1.1 comply with these Terms and Conditions;
 - 13.1.2 familiarise yourself with and comply with the Regulations, Policies and Procedures;
 - 13.1.3 maintain and evidence an immigration status that entitles you to undertake your Course;
 - 13.1.4 update us about any changes to your circumstances which may affect your right to Enrol or continue on the Course;
 - 13.1.5 be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will fulfill the requirements of your Course, including but not limited to, submission of all coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars, small group teaching sessions and online live classes, placements and any such other teaching forums provided by us;
 - 13.1.6 Comply with all policies, rules and regulations in relation to the use of IT during your studies. Our IT Policy sets out the scope of your use of St Mary's IT systems and your information security obligations. Use of our IT infrastructure for illegal or other inappropriate activity might lead to your expulsion from St Mary's. You acknowledge that we may monitor the use, excluding any personal use, of St Mary's network and systems including telephone, e-mail, voicemail, internet, other communications and computer systems and that we will, as reasonably necessary, review or restrict information transmitted via St Mary's network and systems to ensure the appropriate use of our services and to comply with our legal obligations.
 - 13.1.7 take reasonable care of your health and safety and that of others within the St Mary's community and will co-operate with us in fulfilling our obligations regarding health and safety. The means, for example, you should inform us if you have mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations; and
 - 13.1.8 not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by St Mary's.
- 13.2 On Enrolment you will be allocated a St Mary's email account. All email communications from St Mary's will be sent to that account and you are expected to use that account for all communications with us. It is our expectation that you will check your St Mary's email account daily, and you agree to do so at least once a week. Any communication sent to you, by us, to you St Mary's email account will

be regarded as properly sent and received by you.

- 13.3 There are a number of regulations and policies in place that set out expectations and obligations in relation to your conduct and behavior as a student. The basic requirements are set out in the [Student conduct procedure 2025/26](#).
- 13.4 In addition to the regulation relating to your conduct, you are expected to communicate with us politely and in return you can expect the same from us.
- 13.5 If your behavior during the admissions process, or visa process if applicable, causes harm or distress to any member of staff at St Mary's or fellow students, you may be referred to the relevant department for an assessment of your conduct in accordance with our Regulations, Policies and Procedures or at St Mary's discretion we may decide we are no longer able to proceed any further with your application.
- 13.6 If you are convicted of a criminal offence whilst you are a student at the University, you must advise St Mary's immediately.

14. TERMINATION

- 14.1 Subject to us complying with the Regulations, Policies and Procedures, we may terminate the Contract at any time with immediate effect by writing to you if:
- 14.1.1 you do not pay your Tuition Fee in accordance with the deadlines for payment set out in St Mary's Tuition Fee Regulations;
 - 14.1.2 you fail to pay your deposit by your deposit deadline (as set out in your Offer) where applicable;
 - 14.1.3 you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Course;
 - 14.1.4 you have provided false, incomplete, inaccurate or misleading information in your application to St Mary's or at any other time;
 - 14.1.5 you do not complete your Enrolment with St Mary's at the beginning of year of your Course in accordance with clause 4;
 - 14.1.6 you are in material breach of any of these Terms and Conditions or any part of the Contract and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
 - 14.1.7 you are withdrawn from St Mary's following the conclusion of a disciplinary or other process under St Mary's Regulations, Policies and Procedures;
 - 14.1.8 you have failed to make sufficient academic progress in accordance with the Progression and Award for Students on Taught Courses Policy (including without limitation, in respect of your attendance or academic results);
 - 14.1.9 you are unable to fulfill any requirement of your Course Specification;
 - 14.1.10 it has been determined that you have failed your Course.
 - 14.1.11 you are no longer able to demonstrate that you have a valid immigration status, or you have not complied with the conditions of your visa required for you to carry out your studies, or we have been asked by the UK Visas and Immigration, the Office for Students or any other governmental organization to terminate your sponsorship, and/or, in St Mary's reasonable opinion your acts or omissions could reasonably put St Mary's Visa Sponsorship status at risk;
 - 14.1.12 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;

- 14.1.13 a student is found to be unfit to practice after a formal Fitness to Practice process;
 - 14.1.14 we lose our right for the purposes of the relevant legislation or regulatory requirements to provide your Course to you; or
 - 14.1.15 a Force Majeure Event prevents us from providing your Course for longer than one term or six weeks (whichever is shorter).
- 14.2 You understand that we may monitor your attendance and engagement at St Mary's. If you are an International Student and you do not attend or otherwise meet the obligations of your immigration status, we will withdraw your Student sponsorship, which may result in the termination of your Contract with St Mary's.
- 14.3 If we terminate the Contract in accordance with this clause you will be liable for the relevant Tuition Fees for the academic year in accordance with St Mary's Tuition Fee Regulations. If any outstanding Tuition Fees or other debt remain unpaid as at the date of termination, you will be required to pay the outstanding amounts to us immediately. If you have already paid more of your Tuition Fees than required, we will reimburse the overpaid proportion of the Tuition Fees to you within 14 days of the date of the termination.
- 14.4 If your student contract has been terminated (for any reason);
- 14.4.1 you will no longer be entitled to attend lectures, classes or seminars, use St Mary's facilities or services, submit assessments, take refresher tests/examinations, or proceed to any degree or other award of St Mary's; and
 - 14.4.2 you are required to return to us your university card and all other property belong to St Mary's.
- 14.5 If you are suspended from participation on your Course, you may be excluded from attending lectures, classes or seminars, accessing online materials, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of St Mary's at our reasonable discretion.
- 15. LIABILITY FOR EVENTS OUTSIDE OUR REASONABLE CONTROL (a "Force Majeure Event")**
- 15.1 We will do all we reasonably can to deliver your Course as described on our Website, in the Course Specification or any other documents issued to you. However, there may be occasions where we cannot deliver your Course as described due to circumstances beyond our reasonable control, despite taking all reasonable steps to prevent them or mitigate their impact.
- 15.2 We shall not be liable to you for any delay or failure to perform our obligations under the Contract where such delay or failure is caused by circumstances beyond our reasonable control. Examples of such circumstances may include:
- 15.2.1 Industrial action involving collective bargaining outside of St Mary's control;
 - 15.2.2 acts of terrorism or threatened actions of terrorism;
 - 15.2.3 damage to buildings or equipment;
 - 15.2.4 the acts of or any restrictions imposed by the governmental, public or local authority;
 - 15.2.5 epidemic, pandemic, quarantine or widespread illness excluding Covid-19;
 - 15.2.6 failure of public utilities or transport system or networks;
 - 15.2.7 fire or flood;
 - 15.2.8 civil commotion or riot;

15.2.9 war (whether declared or not) or invasion; or

15.2.10 severe weather or natural disaster.

15.3 These are known as Force Majeure Events. We would normally expect such Force Majeure Events to be short term, and we will (where possible) contact you to advise of an alternative course of action and take all reasonable steps to minimise the resultant disruption to those services and to those affected students. Without limitation these reasonable steps may include:

15.3.1 delivery of a modified version of the original Course or module of study that you are Enrolled on;

15.3.2 a different mode of delivery, for example, online;

15.3.3 offering affected Students the opportunity to transfer to another Course or module for you are qualified; or

15.3.4 supporting affected Students if they wish to transfer to another institution.

15.4 If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of ten weeks or more then you will be entitled to:

(a) defer your Course, if you have not yet Enrolled on to your Course;

(b) interrupt your studies, if you are currently Enrolled on your Course;

(c) transfer to such other Course offered to you by St Mary's. If you transfer to such other Course as may be offered to you by St Mary's (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original course for which you applied and which is no longer available to you; or

(d) terminate your Contract with immediate effect by contacting statuschange@stmarys.ac.uk.

15.5 Should you terminate your Contract pursuant to clause [above], you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of any tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

15.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative Course at St Mary's or an alternative higher education institution and you may wish to email statuschange@stmarys.ac.uk to discuss this.

16. LIMITATION OF OUR LIABILITY TO YOU

16.1 Nothing in these Terms and Conditions will limit or exclude our liability:

16.1.1 for death or personal injury arising from our own negligence;

16.1.2 for fraud or fraudulent misrepresentation; or

16.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.

16.2 We shall not be liable and expressly excluded liability for:

16.2.1 damage to, theft and/or loss of your personal property (including but not limited to personal, such as your own IT equipment, bicycles or vehicles) unless caused by our negligence. You are advised to insure your personal property against theft and other risks;

16.2.2 for any injury to a student, financial or other loss or damage resulting from such injury, or

for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of St Mary's;

- 16.2.3 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;
- 16.2.4 any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Condition is such failure or delay is due to any event beyond our reasonable control; and
- 16.2.5 any losses which were not foreseeable to you and us when the Contract was formed and losses are foreseeable if they are an obvious consequence of St Mary's breach of the Contract. St Mary's does not accept liability for loss of opportunity or loss of profit.

17. INTELLECTUAL PROPERTY: OWNERSHIP OF STUDENTS WORK

- 17.1 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.
- 17.2 Normally and subject to St Mary's Intellectual Property Policy, you will own and retain the rights to any IP that you create during the course of your studies or research activities
- 17.3 Please note that there are some exceptions to the above general principle where St Mary's needs to control and/or protect the IP developed by a student. Examples include where you participate in a research project where any arising IP is to be owned by a third party, or where you generate IP jointly with an employed member of St Mary's staff working in the course of their employment. Where necessary you will be asked to enter written arrangements to confirm the assignment of the IP to St Mary's or any relevant third party.
- 17.4 Please refer to the Intellectual Property Policy for further details of St Mary's procedures surrounding the identification, ownership, protection and commercialization of IP.

18. DATA PROTECTION (HOW WE WILL USE YOUR PERSONAL DATA)

- 18.1 We hold information about all applicants and students. This may include data that is known as personal or Special Category Data under the Data Protection Legislation. We will use the information from your application:
 - 18.1.1 to process your application, to collect feedback and to send you information about us and our events, such as open days; and
 - 18.1.2 if your application is successful then we will also use the information we hold about you for purposes which include the delivery of your Course, to provide educational support and services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT Systems.
- 18.2 St Mary's will process your data in accordance with data protection legislation and in accordance with St Mary's own [Data Protection Policy](#) and [Student Privacy Notice](#).
- 18.3 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.
- 18.4 If there is a change to the way we use your Personal Data we will update the Privacy Notice on our webpages. We consider that it has been brought to your attention upon publication on our Website. We encourage you to keep up to date by taking the time to review the Privacy Notice occasionally throughout your studies.

19. COMPLAINTS

- 19.1 We welcome feedback from you and recognise that you may wish to raise issues of concern about the services provided.
- 19.2 If you have a complaint, please follow our [Complaints Procedure](#). If you are a Student or see our Admissions policy if you are not yet enrolled.
- 19.3 If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

20. REVOCATION OF AWARDS

- 20.1 In accordance with our examination and academic offence procedures set out in our Regulations, Policies and Procedures, we reserve the right to revoke your award in cases where an offence is identified after you have left St Mary's.

21. LEGAL REQUIREMENTS FOR INTERNATIONAL STUDENTS

- 21.1 Some Overseas Students qualify for tuition fee rates as applicable to UK nationals, and some are classified as Overseas for Tuition Fee purposes. 'Overseas Student' in these Terms and Conditions and your Contract usually relates to your visa status in the UK. If you do not need a visa to live and study in the UK, but you have to pay fees at the international rate, you are not normally subject to the terms set out in this clause 21.
- 21.2 If you require a Student visa to study with us, then you will require a CAS to support your visa application. A CAS can only be issued after we have assessed that you are eligible to apply for a Student visa. There is no legal requirement for us to issue you with a CAS and we will exercise due caution in all assessments in the interests of your legal status in the UK and protecting our ability to support visa applications for any Overseas Students and staff members.
- 21.3 The University emails applicants with their CAS deadline once this is set. If you are unable to receive a CAS by the deadline then you may be unable to commence your studies with us.
- 21.4 We may be unable to issue a CAS if you have a criminal record or have previously received a caution or warning in any country. Normally you can apply for a visa if a period of five years has passed since the date of any offence. More serious crimes, however, may prohibit you from applying for a visa indefinitely. We will advise you based on your personal circumstance as part of the CAS process, making an assessment in accordance with the Immigration Rules.
- 21.5 We are legally required to ensure all Students have the right to live and study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have permission to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit ("BRP") or an electronic copy of an eVisa produced using the online 'view and prove' service. If your immigration permission is a visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). If you fail to demonstrate that you have the correct immigration permission, we reserve the right to prevent you from registering on your Course or withdraw you from your Course and you will be liable for any personal costs incurred.
- 21.6 If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have permission to study throughout your Course.
- 21.7 If you hold limited permission to remain or stay which is due to expire during your Course, you will be required to demonstrate to us that you have obtained further permission to remain or stay or, where relevant, Indefinite Leave to Remain or Settlement.
- 21.8 Your Offer is based on your academic suitability for your chosen Course. However, your ability to Enrol with us will depend on you having a suitable visa for study. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of your visa throughout your Course.

Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your immigration status can be found on the Government's Visa and Immigration website. The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.

- 21.9 If St Mary's sponsors you under the Student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to St Mary's. St Mary's complies with UKVI's rules for Student Sponsor Licence holders and is required to report specific information relation to Students it sponsors. This includes, but is not limited to, failure to Enrol on the nominated Course, failure to engage with studies or attend scheduled teaching without authorized permission, refusals of Student Route visa applications made either inside or outside the UK, and any instance where a Student withdraws or is withdrawn from their Course before completion. St Mary's is also required to report breaches of immigration conditions, including (but not limited to) instances of illegal working. You agree to St Mary's providing UKVI with any information required pursuant to St Mary's status as a Sponsor Licence holder, or as otherwise required by UKV or any other government organization in relation to UK immigration control.
- 21.10 On occasion, St Mary's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to Clause 18 for more information about how St Mary's processes your Personal Data.
- 21.11 Non-compliance with the conditions of your Visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 21.12 Many categories of visa are subject to restrictions on the right to work. Undertaking self-employed work in the UK while holding status under the Student visa route is not permitted. As a licensed sponsor, St Mary's has a duty to notify UKVI if we become aware of any instances of our sponsored Students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work more than the number of permitted hours per week. Any such reports are likely to lead to the curtailment of the Student visa.
- 21.13 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, St Mary's may: refuse to admit, Enrol, or re-Enrol you, or may, on written notice, withdraw your Visa sponsorship or suspend or terminate your studies. If your Offer is withdrawn, St Mary's refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 21.14 For the avoidance of doubt, we are not responsible for you meeting the conditions of a Graduate Route visa. St Mary's shall not be responsible for any changes in UK visa legislation which result in you no longer being eligible to apply for a Graduate Route visa.
- 21.15 You must immediately notify internationaladmissions@stmarys.ac.uk if there are any changes whatsoever to your immigration status at any time before or Enrolment and studentvisas@stmarys.ac.uk if there are any changes whatsoever to your immigration status during the course of your studies.
- 21.16 To ensure ongoing adherence with its legal responsibilities St Mary's reserves the right to ask you to present evidence of your immigration status at any point during your studies with St Mary's. Failure to provide such evidence, within a reasonable period of time, may result in St Mary's terminating the Student Contract with you (in accordance with Clause 14).
- 21.17 If you are an International Student, we may require you to pay a deposit to allow us to issue you with a CAS.
- 21.18 International students sponsored under the Student route must maintain accurate UK contact details and provide evidence on request. Students are expected to live within a reasonable commuting distance of St Mary's University, normally allowing travel to campus within approximately 1 hour and 45 minutes by public transport, to support attendance and engagement. Failure to meet these requirements may be considered as part of visa compliance monitoring and may result in action under University regulations, including non-enrolment and withdrawal, in line with UKVI sponsor

duties.

22. TERMS AND CONDITIONS FOR THOSE UNDER 18

22.1 In addition to the Terms and Conditions in this document, you agree to be bound by:

22.1.1 additional requirements set out in St Mary's Admissions policy for those under 18; and

22.1.2 to observe any legal age restrictions and conditions and to ensure that the requirements set in St Mary's Safeguarding Policy are met in full.

23. GENERAL

23.1 These Terms and Conditions are personal to you, and you may not transfer them or your rights under these to anyone else.

23.2 These Terms and Conditions are between you and St Mary's and no-one else has any rights under them.

23.3 Each of the clauses of these Terms and Conditions operates separately. If part of these Terms and Conditions becomes void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.

23.4 You cannot vary or amend the Contract without our consent.

23.5 Failure or delay by you or us to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or us from taking steps to enforce that provision.

23.6 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract. In any such proceedings these Terms and Conditions and the Contract into which they are incorporated, will be governed by and interpreted in accordance with the laws of England and Wales, and any dispute arising from or out of it is governed by English law and subject to the exclusive jurisdiction of the English Courts.

Relevant Contact Details:

| | |
|---|--|
| Offer holder living in UK/Ireland | apply@stmarys.ac.uk |
| Offer holder living outside of UK/Ireland | internationaladmissions@stmarys.ac.uk |
| Offer holder for Medicine (MBBS) | med.admissions@stmarys.ac.uk |
| Queries regarding fees or fee regulations | feesoffice@stmarys.ac.uk |
| Queries regarding student policies | registryservices@stmarys.ac.uk |
| Queries regarding accommodation | accommodation@stmarys.ac.uk |
| Queries regarding disability support | Wellbeing@stmarys.ac.uk |
| Queries regarding enrolled student visas | studentvisas@stmarys.ac.uk |

**APPENDIX 1
MODEL CANCELLATION FORM**

To: St Mary's University, Twickenham, Waldegrave Road, Strawberry Hill, Twickenham TW1 4SX

I [STUDENT NAME] hereby give notice that I wish to cancel my contract with the St Mary's University within the Cancellation Period, in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:

Name of Course: Address:

Signature:

Date: