



Terms and conditions for Students – 2023 Entry

This document sets out the terms and conditions upon which an applicant to St Mary's University College may be made an offer or enrolled on our programmes. We will review and, if appropriate, update aspects of these terms and conditions annually. If the changes affect you directly, you will be notified.

In this document the terms “we”, “our”, “us” and “the College” refer to St Mary's University College, Belfast.

Introduction

1. The following terms and conditions, together with the regulations and policies listed at Annex A, are referred to collectively as the “Terms”. The Terms provide you with information about the College's policies and regulations. They also define our obligations to you and your obligations to us.
2. By accepting an offer of a place made to you by the College, and/or enrolling, you agree to comply with and be bound by the Terms. It is therefore important that you read the Terms carefully and make sure that you understand them before accepting your offer. These Terms form part of the contract between you and the College (“the Contract”).
3. You will re-confirm your acceptance of the Terms, including any changes notified to you, when you re-enrol each academic year.

Your application and offer

4. The College's offer to you may be conditional or unconditional. Where your offer is conditional, the conditions you need to fulfil to be admitted to the programme of study will be set out in your offer. Conditions may be academic and/or non-academic.
5. The College will provide additional guidelines for undergraduates regarding acceptance of 2nd and 3rd choice options. Applicants who accept a 2nd or 3rd choice course offer will remain eligible for their first choice until final grade requirements have been determined and all places have been allocated.
6. The offer of a place may be withdrawn if either you have not replied accepting the offer by the date specified or the conditions set out in your offer have not been fulfilled by the required date. The reply deadlines for applicants are dependent on when the offer is made and therefore applicants should refer to the reply date notified.
7. The College may require you to provide satisfactory evidence of your qualifications before admission. Failure to provide satisfactory evidence to us, before the required deadline, may result in the termination of your offer, revocation of your registration as a student of the College and the cancellation of the Contract.
8. By accepting the offer of a place at the College, you confirm and declare that all information you have provided to us is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or relevant information has been omitted, your offer may be amended or withdrawn. The Contract and your registration at the College may, therefore, be terminated.

9. If you are deemed to be an international, GB or Islands student for fees purposes, then your offer is made on that basis. Details of tuition fee parameters are outlined in the College Student Finance guidelines available at <http://www.smucb.ac.uk/admissions/studentfinance.asp> . If the assessment of your fee status subsequently changes, then your application may be reassessed and your offer may be withdrawn. In accepting your place, you are confirming your assigned fee status. If you think your fee status is incorrect, please contact Academic Registry, admissions@smucb.ac.uk.

Registration

10. To become a student of the College you are required to demonstrate that you have the right to study in the UK when you enrol and register at the start of your proposed programme of study. You will then re-enrol annually thereafter for each subsequent year of study. If enrolment and registration are not completed before the end of the fourth week of the first semester of each year you will be deemed to be withdrawn by the College.
11. By enrolling and registering you confirm that you will abide by the regulations and policies of the College and that you are liable for the payment of your full tuition fee and any other charges, based on the modules you enrol on (see clause 13 below). Enrolling in each subsequent year of study, and your progression on your programme, is subject to you having made satisfactory academic progress and/or by permission of the relevant Board of Examiners.
12. By enrolling and registering you confirm that you will abide by the regulations and policies of Queen's University, listed at Annex A.
13. Every person by enrolling and registering to become a student of the College undertakes to conform to the regulations, rules and policies including the College Student Charter.
14. Every person by enrolling and registering to become a student of the Queen's University, makes the following undertaking:

'I do hereby promise that I will conform to the Statutes of the University and to all Regulations, Rules and Policies, including the Student Charter.'

The Statutes of the University are available at <http://www.qub.ac.uk/home/Discover/About-Queens/Leadership-and-structure/Registrars-Office/University-Governance/>. The Student Charter is available at <http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/StudentCharter/>. The Regulations, Rules and Policies are listed at Annex A.

15. If you are subject to UK immigration control, you must demonstrate that you have appropriate immigration status in order to be eligible to enrol or register. By enrolling and registering, you confirm and declare that you will abide by the terms of your visa conditions, Tier 4 compliance requirements (if applicable) and relevant UK Home Office rules. Any breach may result in the College withdrawing sponsorship and therefore termination of registration at the College.
16. Unless you have already disclosed via the online application system, you must disclose on registration with the College if you
- i have, or after enrolment and registration acquire, an unspent criminal conviction for a relevant offence (see Conduct Regulations 6.2); or
 - ii are subject to a Non-Molestation Order or an Order under the Protection from Harassment Order (Northern Ireland) 1997, in which the complainant is a

member of the University, or an Anti-Social Behaviour Order or a Sexual Offences Prevention Order; or

- iii. are subject to a police investigation and/or who are subject to pre-charge, police or court bail conditions which have an impact on their ability to attend campus or carry out study;

The Academic Registrar and Co-ordinator of Student Guidance and Support may consult with senior colleagues and/or other appropriate persons and will, where appropriate, invoke the College's Conduct Regulations (see Conduct Regulations). Disclosure is for the purpose of assessing the risk of harm or injury to other students, staff, visitors or other users of College facilities or to its reputation. Failure to disclose any unspent conviction for a relevant offence may be deemed to constitute a disciplinary offence. If you would like more information about the process please contact Academic Registry (admissions@smucb.ac.uk) or telephone 028 90268320. See also Annex A.

Tuition fees

17. Information about our tuition fees and related charges are summarised in the Student Finance guidelines at <http://www.smucb.ac.uk/admissions/studentfinance.asp> Where other costs directly related to your programme of study are likely to be incurred, these will be set out in your programme information. You are responsible for payment of any such costs. By accepting your offer you confirm that you have received sufficient information on the programme that you have chosen via the College web site <http://www.smucb.ac.uk/admissions/courseinfo.asp> and are aware of the associated fees and payment terms.
18. Your tuition fee will be determined by a combination of factors, including whether you are an undergraduate or postgraduate student, whether you are studying full-time or part-time and your tuition fee status. Your tuition fee status is determined by whether you are a home, EU, GB/Islands or International student as defined in the Student Finance Guide available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>
19. Maximum tuition fees, and any subsequent fee increases, for home and EU students are set by the Northern Ireland Government, Department for the Economy. The College reviews its GB/Islands and International student tuition fees and related charges annually. The level of your fees will be determined based on the first year that you commence your studies at the College (your Admit term) and in subsequent years this tuition fee will be subject to an inflationary increase. Once fees are confirmed each year, they will be published at <http://www.smucb.ac.uk/admissions/studentfinance.asp>
20. In order to secure a place on your programme, you may be required to pay a deposit. If a deposit is required, you will be advised accordingly in your letter of offer. If you do not pay the deposit in accordance with the payment terms advised, your application shall be withdrawn without further notice.
21. Any deposit you pay will be offset against the balance of tuition fees owed to the College.
22. At registration, tuition fees must be either paid in full, or a commitment given to pay these by one of the approved payment options. Full details of these payment options are available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>
23. In the event that your tuition fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to suspend you from the College, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

24. A refund of tuition fees may be made if you withdraw from your programme of study. Refunds are calculated with reference to the date of withdrawal from the College and will not be actioned if the withdrawal procedure has not been followed correctly. Details of fee liability dates are outlined in Student Finance Guide available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>.
25. If payment of your tuition fees is being met by a third party and the third party fails to make payment, then you will be personally liable for the tuition fees or any outstanding balance of fees.
26. The College will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

Changes to your programme

27. We prepare our prospectus and online information about our programmes with care and every effort is made to ensure that the information is accurate. Information included in the initial version of the prospectus may change before you receive your offer. Updates and changes will be published online, so you should check our website for the most current information before you accept your offer.
28. The College has made available, via the College web site, information on your programme of study, and we will endeavour to deliver programmes as described. It is a standard of good practice, however, that programmes are regularly reviewed and as a result, changes may be made. Changes have been categorised into Major Programme Changes and Minor Programme Changes.

The College submits formal programme changes to the validating University. Definitions of Major Programme Changes are available at:

<http://www.gub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/ProgrammeApprovalandReview/ProgrammeManagement/MajorChangestoExistingProgrammes/>

All other changes, including changes to optional modules are defined as Minor Programme Changes.

29. The College will consult with students enrolled on a programme of study before any Major Programme Change is made. This consultation will be managed through Staff Student Consultative Committees and student representatives on the Learning and Teaching Committee. In all cases where a Major Change to a programme is made, we will communicate to students and applicants, affected by the change, at the earliest possible opportunity. In most cases, this will be in the academic year before the change happens. Minor Programme Changes will be updated in the relevant programme specification which will be available on the validating University's website.
30. Where a programme is accredited by a professional body, we may be required to change the programme to meet the professional body's requirements.
31. The range and content of optional modules will change over time. Your programme information sets out the optional modules currently available for the programme, but the options listed may not run in any given year. Delivery of optional modules may depend on student demand, staff availability and developments in the subject.
32. The College's portfolio of programmes may change over time, with new programmes being introduced, and others being withdrawn. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered for the programme to complete it within the normal period of study. We will notify you of any changes as detailed in Clause 25 above.

33. In the unlikely event that we make a Major Change to your programme of study and any such change adversely affects you, or if we discontinue your programme of study, we will seek to offer you a suitable replacement programme. If we are unable to offer you a suitable replacement programme, we shall use reasonable endeavours to refer you to a comparable higher education provider offering a suitable replacement programme. If you do not wish to accept our offer of a replacement programme or if we are unable to offer a replacement, you will be entitled to cancel the Contract and withdraw. In the event that you choose to withdraw, we will make a refund of tuition fees and deposits paid as per the withdrawal schedule of our Student Finance Guide available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>

Changes as a Result of COVID-19

34. The College will continue to closely monitor the evolving challenges posed by the COVID-19 pandemic and will keep under review the relevant government guidance to ensure that the health and safety of our students and staff is maintained. In order to protect our students and maintain the ongoing quality of teaching and support, the College may have to implement Major or Minor Programme Changes in accordance with clauses 28 and 29 above, or other such reasonable adjustments in relation to your programme. These may include: i. alterations to programme delivery methods (including implementation of distance or IT based learning); ii. changes to programme timetables; iii. temporary delays; and/or iv. temporary closure of the College premises.
35. Should the College make any changes as a result of COVID-19, you will be promptly informed of their nature, the reasons why they are needed and any options available to you to avoid such changes having an adverse impact. Please note that these clauses 34 and 35 shall not replace or otherwise prejudice the College's ability to rely upon any other legal right or remedy in respect of a COVID-19 related event

Cancellation

36. If you accept your offer by distance communication (for example, via online, without face to face contact) you have a legal right to cancel the Contract. This can be done at any time within 14 days of the date of your acceptance of the offer of a place on an undergraduate course or on a postgraduate programme.
37. If you so wish to cancel the Contract, you should inform our Academic Registry in writing. If you cancel within the 14-day period, any advance payment or deposit made by you will be refunded in full.
38. Notwithstanding your specific right above to cancel, you are also entitled to cancel the Contract and withdraw from your programme after expiry of the cancellation period (including after enrolment), by following our withdrawal procedure. If you cancel the Contract in this way, then you may lose all or part of the tuition fees or other payments paid by you, or on your behalf, in accordance with the College's Refund Policy as per of our Student Finance Guide available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>
39. Subject to your right of internal appeal and any requirement to pay fees, your obligations under the Contract will end if your application is withdrawn or your studies with the College are terminated. Termination may occur because:
- a. A request from us for additional information in support of an application or enrolment remains unanswered within the period stipulated;

- b. You fail to enrol with the College and/or pay outstanding fees in accordance with our Student Finance Guide available at <http://www.smucb.ac.uk/admissions/studentfinance.asp>;
- c. We have reason to believe that you are not fully engaged with your studies, or that you may have left the programme without notifying us;
- d. Action has been taken against you in accordance with our Conduct Regulations;
- e. Action has been taken against you in accordance with the University Conduct Regulations:
<http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/ConductRegulations/> or Procedures for Dealing with Academic Offences:
<https://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/GeneralRegulations/Procedures/ProceduresforDealingwithAcademicOffences/>;
- f. Action has been taken against you following the decision of a Board of Examiners.
- g. A breach of Tier 4 visa conditions which has resulted in the College withdrawing sponsorship.

40. In addition, we may end the Contract by written notice to you if:

- a. There is a change in your circumstances between accepting an offer and starting your programme, which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
- b. We become aware of information about you which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for you to study on your programme; or
- c. You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to your application for your programme.

Complaints

41. If you have a complaint about the College, you should follow our Complaints Procedure which can be found on our website
<http://www.smucb.ac.uk/academic/stuaffairs/studentappeals.asp>

We aim to resolve any complaints you may have as promptly, fairly and amicably as possible.

Students with Disabilities

- 42. The College is committed to a policy of equal opportunity to Higher Education and we seek to ensure that students with disabilities and/or long-term conditions have equitable access to all aspects of college life. We will, therefore, take all reasonable steps to ensure that all students can benefit from the full range of academic, cultural and social activities that are offered by the College.
- 43. Implementation of reasonable adjustments and provision of support is guided by the Special Educational Needs and Disability (Northern Ireland) Order 2005, Section 75 of the Northern Ireland Act 1998 and other relevant legislation.
- 44. The Student Disability Policy outlines the College's commitment to ensuring students with disabilities and/or long-term conditions have equitable access to all aspects of College life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and register with the College's Disability Service. Further details on the range of services available can be obtained from our website.

Liability

45. The College shall have no responsibility or liability for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by another of our students or by any person who is not our employee or authorised representative. You may wish, therefore, to insure your personal property.
46. The College will not be liable to you, in any manner whatsoever, for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you, if it is due to any event beyond our reasonable control including, but not limited to:
- a Strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
 - b Acts of God;
 - c Pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
 - d Governmental requisitioning, emergency planning or provision;
 - e War, protests, fire, flood, storm, tempest, explosion;
 - f An actual, suspected or threatened act of terrorism;
 - g Riot;
 - h Civil commotion;
 - i National emergencies;
 - j Breakdown of plant or machinery;
 - k Actions or defaults of placement providers; or
 - l Default of suppliers or sub-contractors.

Each of the provisions above is separate and severable. Accordingly, if any court or body of authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect. In all such incidences reasonable steps will be taken to minimise the disruption to our services and any adverse impact to you.

47. The College will be liable to you for any loss or damage you suffer that is a foreseeable result of our breach of this agreement or if we fail to carry out our obligations under these terms and conditions to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. The College will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of these terms and conditions or if they were contemplated by you and us at the time we entered into this agreement.

Data Protection

48. Any personal data provided by you may be processed by us in accordance with the provisions of the Data Protection Act 1998 and our Data Protection Policy which can be found at http://www.smucb.ac.uk/data_protection/default.asp
49. Details of why we collect your personal data, how we collect this and what we do with your personal data, can be found in our Student Privacy Notices.

Intellectual Property

50. You shall normally own any intellectual property you generate during your programme including, without limitation, the content of examination scripts and assignments. You will be advised if there are different arrangements applicable to your programme or your study.

General

51. The Contract constitutes the entire agreement between the College and you in relation to its subject matter. If there is any inconsistency between these Terms and the other documents forming part of the Contract, the provisions of the Terms shall prevail. The Terms shall only be enforceable by the College and you.
52. You should visit our website regularly to review any amendments to the regulations and policies referred to in the Terms. We will take reasonable endeavours to draw your attention to any significant changes to regulations and policies.
53. Any failure or delay by us to exercise any right or remedy under the Contract, or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
54. If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
55. The Contract is personal to you; you are not permitted to transfer it, or assign any of the rights and obligations under it, to a third party.
56. The Contract does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.
57. Clauses within this contract may be subject to the United Kingdom's changing relationship with Europe.

Law and Jurisdiction

58. Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland. You and we both agree to submit to the exclusive jurisdiction of the Northern Irish courts

Annex A: regulations and policies applying to applicants and students

Queen's University General Regulations (including Study Regulations):

(<http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/>) – these regulations set out the requirements for the validating University's degree programmes. There are separate study regulations for undergraduate programmes, postgraduate taught programmes, and research programmes. Regulations are reviewed and updated annually, and any changes to the regulations are communicated to students at the start of each academic year.

Student Misconduct Procedures – there are two student misconduct procedures, one covering academic misconduct (Procedures for Dealing with Academic Offences:

<http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/Procedures/ProceduresforDealingwithAcademicOffences/>), and the other non-academic misconduct (Conduct Regulations:

<http://www.qub.ac.uk/dasa/AcademicAffairs/GeneralRegulations/ConductRegulations/>). These apply to all students of the University.

St Mary's University College Regulations:

Admissions Policies.

There are two admissions policies covering undergraduate and postgraduate admissions.

<https://www.smucb.ac.uk/admissions/admispolicy.asp>

These apply to the admission of all undergraduate and postgraduate students and applicants are encouraged to read the relevant policy

Student Finance Guide (<http://www.smucb.ac.uk/admissions/studentfinance.asp>) – provides a consolidated guide on all matters which have an impact on tuition fees and associated charges.

Student Disability Policy – (<http://www.smucb.ac.uk/admissions/wparticipation/default.asp>) this outlines the College's commitment to ensuring students with disabilities and/or long-term conditions have equitable access to all aspects of College life, as far as reasonably practicable. The policy also details the general principles of support that students with a disability and/or long-term condition can expect if they disclose their condition and register with the University's Disability Service.

College Disciplinary Policy

Data Protection Policy (http://www.smucb.ac.uk/data_protection/default.asp) – this policy sets out how the College holds and processes personal data.