

# Student Contract Terms and Conditions

St Mary's University / The Language Gallery (TLG)



The Language  
Gallery



St Mary's  
University  
Twickenham  
London

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## **Please read this document carefully**

It is important that you understand all of this document (the 'Contract') because it sets out the terms that will govern the contractual relationship between you and us.

By accepting our offer of a place at St Mary's University (the 'University' or 'We'), you are agreeing to a legally binding contract. If you do not wish to be bound by the Contract, you should not accept the offer.

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## **KEY FEATURES OF THE CONTRACT**

This document and the other documents it refers to set out:

- your rights and responsibilities as a student of the University;
- the services the University provides; and
- your course.

This summary of key features points to your rights and responsibilities but does not replace those documents or the need for you read and understand them.

If you do not understand any part of the Contract, please ask us about it before accepting your place.

*Email: [admissions@thelanguagegallery.com](mailto:admissions@thelanguagegallery.com)*

### **Fees and payments**

This contract commits you to paying tuition fees and additional charges relevant to your study either through a student loan or personally. By accepting our offer, you agree to pay the fees and charges as set out in our offer letter, and in line with procedures in the Fees, Refunds and Debt Policy.

(Paragraphs 8.1 - 8.16)

### **Course**

This contract commits you and the University to a particular course. By accepting our offer, you agree that the details of your course as shown in our offer letter and course information sheet –including the location(s) where we will provide the course –meet your needs. (Paragraphs 7.1 –7.5.4)

### **Obligations**

This contract commits you and the University to comply with the requirements of the University's regulations and policies. In some cases, if you do not follow these requirements you might be prevented from completing your course with the University. By accepting our offer, you agree you have understood these requirements and will abide by them. (Paragraphs 3.1 - 3.2)

### **Changes**

In exceptional circumstances, the University may need to cancel or change a course. This contract commits you to participating in conversations about any changes that may be required, and commits the University to notify you as soon as possible, if the University must make significant changes to your course. (Paragraphs 9.5 - 9.19)

# St Mary's University /The Language Gallery (TLG)

Terms and conditions (2022/23 Academic Year entry): Subcontracted Courses

## 1. Introduction

- 1.1 You have received an offer from The Language Gallery (TLG, as defined below), setting out the details and conditions for admission to one of our courses beginning in 2022.
- 1.2 The purpose of this document is to set out the terms and conditions of the legal contract that will be formed between you and Us (as defined below), if you accept the offer that has been made to you (the "Contract").
- 1.3 You should read this document carefully and familiarise yourself fully with its contents and the regulations, policies and procedures it refers to, before accepting your offer. Your attention is in particular drawn to Our right to make changes to the contract set out in section 9, the limitation of liability as set out in section 13 and Our right to end the contract set out in section 17 below.
- 1.4 Your Course (as defined below) will be a SMU course and SMU is the awarding body for your degree. However, your Course will primarily be delivered by TLG. You will be registered with SMU and TLG and (for administrative purposes) enrolled simultaneously on the student management systems of both SMU and TLG. Our Contract formed under these terms and conditions will be between you, SMU and TLG. SMU and TLG have different roles and responsibilities towards you under this Contract, as described in Appendix B.
- 1.5 The definitions set out below are used in these terms and conditions:

"Course" means the course described in the Offer Pack.

"TLG" means The Language Gallery. ACCENT LANGUAGE LIMITED (trading as The Language Gallery). Company number 06658727 Registered office address: 30 Holborn, Buchanan House, London, England, EC1N 2HS.

"Offer Pack" means the offer pack provided to you if your application is successful, containing an offer of admission to your selected course, the additional terms and any conditions that attach to such offer, the acceptance of offer form and conditions of acceptance, and a copy of these terms and conditions.

"Student Representative" means a student who is a nominated course representative and/or elected officers of the Students' Union.

"SMU" or "the University" means St Mary's University. "Us" or "We"

or "Our" means SMU and TLG together.

## 2. Our duties

- 2.1 The University and TLG (to the extent applicable as described in your Offer Pack and in line with the specific obligations that each of the University and TLG will be responsible

for) will enrol and register you and deliver the course of study set out in your Offer Pack. The Course will be delivered with reasonable skill and care.

- 2.2 SMU will be responsible for monitoring your academic progress and, if you successfully complete your Course and keep to the terms and conditions set out in this document and any stated in your Offer Pack, SMU will grant your award in line with SMU's regulations, policies and procedures, which will govern your Course. These are listed in Appendix A at the end of this document.
- 2.3 To aid your understanding of SMU and TLG's roles in relation to Our duties under Our Contract, We have set out Our respective roles and responsibilities at Appendix B to these terms and conditions. If you have any queries about the roles and responsibilities listed, you should first contact the institution that is responsible for the relevant service or action. However, if you are not able to do so, you can contact either SMU or TLG using the contact details set out in 19.1 below.

### **3. Your responsibilities**

- 3.1 As a condition of accepting a place on the Course, you agree to familiarise yourself fully with, and to comply at all relevant times with, these terms and conditions, any terms and conditions stated in your Offer Pack and with SMU's regulations (as listed in Appendix A).
- 3.2 We have the right to make reasonable amendments to the regulations from time to time in accordance with section 9.

### **4. Entry requirements**

- 4.1 Entry requirements are confirmed by the SMU Academic Board and, if relevant to you, will be clearly set out in your Offer Pack.
- 4.2 TLG Admissions Department will process your application, confirm whether you can receive an offer and provide you with information, advice and guidance about your Course. TLG will decide whether to offer you a place on a Course, but TLG will follow SMU's admission policy (see Appendix A) when doing so. The only part of your application which will be processed outside of the TLG Admissions Department is the generation of your CAS if you are an overseas student, and the process described in section 5 below will apply to you. Any CAS will be issued by SMU using information provided to it by the TLG Admissions Department. All communications about your application will be with the TLG Admissions Department; the SMU Admissions Department will not be able to provide updates on your application.

### **5. International students**

- 5.1 If you are a student who needs sponsorship under the UK's Points-Based Immigration System, you must do the following:
  - 5.1.1 You must meet all the requirements set out in the Immigration Rules, the UK's Points-Based Immigration System guidance or other Home Office requirements in force from time to time, including:
    - a) your knowledge of the English language;
    - b) attendance and engagement monitoring;
    - c) checking the terms of your visa are correct;
    - d) reporting any updates or changes to your immigration status;

- e) keeping your UK address, phone number and personal email address up to date on your student record; and
- f) keeping to the working hours restrictions as stated on your visa.

5.1.2 You must keep to any reasonable requests We make for you to provide SMU with information, documents, evidence or help to allow SMU to meet their sponsor obligations, including copies of your qualifications, transcripts or certificates, passport, immigration history and bank statements.

5.1.3 You must tell SMU if your right to live and study in the UK changes at any time or if your visa status changes, runs out or will run out before you are able to complete your Course.

5.2 If you are a student who needs sponsorship under the UK's Points-Based Immigration System you must tell TLG by contacting the TLG Administration Offices if your right to live and study in the UK changes at any time, or if your visa status changes, runs out or will run out before you are able to complete your Course.

5.3 SMU may report any application We suspect is fraudulent to the SMUS Verification Unit or to the Home Office.

5.4 SMU will report to the Home Office any breaches of visa conditions that We become aware of.

## **6. Your Contract with Us Deferring entry**

6.1 If you do not want to start your Course in the academic year specified in your Offer Pack, you can ask to defer (delay) entry to the following academic year by emailing TLG admissions team at [admissions@thelanguagegallery.com](mailto:admissions@thelanguagegallery.com) as soon as possible after receiving your offer (in line with SMU's admissions policy). The maximum period you can defer enrolment for is one academic year.

6.2 If you are an international student and you choose to defer your enrolment to the following academic year, We will cancel your CAS and re-issue a new CAS at a later date for your new point of entry, where you still meet all the requirements set out in the Immigration Rules, the UK's Points-Based Immigration System or other Home Office requirements in force from time to time.

6.3 We may refuse deferrals in certain circumstances (please see SMU's admission's policy at Appendix A for further details), including if We do not plan to deliver the Course during the following academic year, or due to reasons related to UKVI.

6.4 The joint decision of the TLG and SMU Admissions teams will be final and We will not consider appeals.

6.5 If you defer your entry to the following year, you accept that We may need to make changes to your Course, in line with section 9 of these terms and conditions, or changes to your fees in accordance with section 8.5 of these terms and conditions, before you enrol on your deferred course. If this is the case, We will tell you about any changes as soon as reasonably possible. If, as a result of these changes, you would like to end your Contract with Us, you can do this in line with section 17 of these terms and conditions.

## When your Contract with Us becomes binding

- 6.6 Whichever type of course your offer relates to, your Contract with Us becomes binding when you accept your offer as detailed in the Offer Pack. You can accept your offer by following the instructions set out in your Offer Pack, including your student reference number and username, name and Course.

## 7. Enrolment details

- 7.1 You will need to enrol with TLG at the beginning of your Course. We will send you enrolment details by email. When you have enrolled with TLG, you will automatically become enrolled with SMU, and you will not need to take any action yourself to be enrolled with SMU. This latter enrolment is done for administrative purposes.
- 7.2 While you are studying at TLG you will need to re-enrol at TLG at the start of each academic year of your Course in line with procedures We set, which We will send to your email address prior to the start of each year of your Course. Please note that, although you will need to re-enrol for each academic year, you will not be entering into separate contracts each time. You will instead have entered into one contract for educational studies with Us, which will become binding in line with section 6.6 above. By re-enrolling with TLG, you will automatically be re-enrolled with SMU, and you will not need to take any action yourself to re-enrol with SMU.
- 7.3 You will be entitled to re-enrol each year, unless any of the following apply.
- 7.3.1 You have failed to pay your tuition fees to SMU by the date they are due, according to the tuition fee regulations (see Appendix A), and have been classified as a debtor under the debtor regulations (see Appendix A). SMU may, as We decide and in exceptional circumstances, allow you to re-enrol but, if you do, this will not affect Our right to take further action to recover the debt.
- 7.3.2 You have been suspended or expelled on the grounds of misconduct, under the student conduct rules (see Appendix A).
- 7.3.3 A support to study panel or appeal panel has made the decision that you should interrupt or end your study under the support to study procedure (see Appendix A).
- 7.3.4 Our Contract has been suspended under section 16 below.
- 7.3.5 You have been suspended or expelled on the grounds of academic misconduct, under the academic misconduct regulations (see Appendix A).
- 7.3.6 You have not achieved the number of credits and/or other progression requirements you need to progress to the next stage of study in line with the academic regulations related to your Course, or you have failed to meet the standards set out in the academic progress regulations (see Appendix A).
- 7.3.7 You need sponsorship under the UK's Points-Based Immigration System and have not met any reasonable request to help Us keep to Our UKVI tier 4 sponsorship obligations or you do not meet all the requirements set out in the Immigration Rules, the UKVI guidance or other Home Office requirements in force from time to time.
- 7.4 If you are not entitled to re-enrol, We have the right to end your Contract. If We do this, SMU will refund any tuition fees you have paid in advance for tuition for services not yet delivered.

- 7.5 If you are an international student and you fail to complete your enrolment or re-enrolment (whichever applies) at TLG within one month of the date you are required to (We will tell you this date), We will consider you to have withdrawn from your Course and withdraw our sponsorship of you and report that to the UKVI. If you have already paid a deposit for the academic year, We will only be able to refund your deposit in the following circumstances:
- 7.5.1 you cancel within 14 calendar days of payment;
  - 7.5.2 your VISA is refused through no fault of your own and We are unable to issue a new Certificate of Advanced Study ("CAS");
  - 7.5.3 you fail to meet Our entry requirements; or
  - 7.5.4 you can provide evidence of circumstances which support your decision to cancel at a late stage, in which case you should submit your evidence, in writing, to the [SMU] Director of Academic services who will consider your case. Your written submission must include all corroborating evidence you have to support your case.

## **8. Tuition fees, deposits, charges and debt**

- 8.1 You will pay tuition fees directly to SMU, and information about how you will make this payment will be sent to you by email after you enrol.
- 8.2 We charge annual tuition fees in line with the terms of the SMU tuition fee regulations and the tuition fee schedule (see Appendix A).
- 8.3 The fees for the first year of your Course are set out in your Offer Pack. We review Our tuition fees each year and in line with any restrictions set by the Department for Education, We may increase them in line with inflation during your registration period, before the start of each academic year. Any increase will not be higher than the Retail Prices Index forecast rate, as advised by the independent Office for Budget Responsibility (OBR). If you are an enrolled student and you want to withdraw from your Course as a result of an increase in tuition fees, you must tell Us in writing as soon as possible, by contacting TLG Administration Offices and filling in a change-of-status form.
- 8.4 If you need a visa to study, you must pay SMU a deposit before SMU issues you with a confirmation of acceptance of studies (CAS), as set out in the tuition fee regulations. You need a CAS before you can apply for a visa.
- 8.5 The annual tuition fees include the tuition fee for your Course and, if it applies, the fee for re-sitting any failed unit assessments. An additional fee is charged if you have to re-take any failed units.
- 8.6 As well as paying the tuition fees, you may have to pay other charges, for example for study visits or field trips, or for accommodation if you live in accommodation provided by either of Us (the provision of accommodation would be subject to a separate contract and not to this Contract). You may also have to budget for materials and equipment. For more details about extra charges and costs, please read the information which is included with your Offer Pack.
- 8.7 You must pay the minimum instalment of fees specified for your Course of study during the published enrolment period for the Course, in line with section 3 of the tuition fee regulations (see Appendix A).

- 8.8 You are responsible for paying your tuition fees, and the University will invoice you, or anyone paying on your behalf, for the fees as set out in the SMU tuition fee schedule and the tuition fee regulations (see Appendix A). If someone else is paying the fees on your behalf and they do not make a payment within the timescales set out in the debtor regulations (see Appendix A), you will be invoiced for the outstanding balance and will be responsible for making payment.
- 8.9 If you interrupt your study or withdraw from your Course, We may refund your tuition fees or deposit (or both) under the tuition fees regulations (see Appendix A) as applicable.
- 8.10 If you do not pay your tuition fees by the deadline we have set in the tuition fees regulations (including if you fail to keep to an agreed arrangement to pay in instalments), We will write to you to say that you must pay within 14 days from the date of the letter. If you do not pay, We will classify you as a debtor under regulation 1.2 of the debtor regulations (see Appendix A).
- 8.11 If you owe a significant proportion of the annual tuition fee as defined by the debtor regulations 3.1.1 (see Appendix A), We have the right to:
- 8.11.1 charge a late payment administration fee of £15;
  - 8.11.2 not present your marks for consideration by any board of examiners;
  - 8.11.3 not allow you to progress, re-enrol, graduate, attend a graduation ceremony or receive any results, certificate, diploma, award or official transcript in relation to the course the debt relates to; and/or
  - 8.11.4 end your enrolment and registration if you are still classified as a debtor at 31 October of the year following the academic year in which your debt was incurred. If We end your enrolment, We will tell you in writing as soon as possible.
- 8.12 If you are a debtor and We have ended your enrolment and registration, We may allow you to re-enrol, after We have considered the circumstances and in line with section 7.3 of these terms and conditions. We will consider your circumstances on a case by case basis.
- 8.13 Before deciding whether to carry out any of Our rights under section 8.11 of these terms and conditions, We will give you reasonable notice in writing and allow you to make representations to SMU, in writing.
- 8.14 If you are experiencing financial difficulty in paying your tuition fees, you should get advice and help as soon as possible, by contacting an adviser in TLG's student services in the first instance.
- 8.15 Penalties for other charges, such as library fines or equipment hire, are set out in the debtor regulations (see Appendix A).
- 8.16 As a last resort, We may refer an unpaid debt to a debt-collection agency.

## **9. Our rights to make changes to the Contract**

- 9.1 We will make all reasonable efforts to deliver the courses and other services and facilities described in any published material.



- 9.2 Whilst We will always try and minimise making changes to Our Contract (including changes to Our services and/or Course), there may be times where changes are needed.
- 9.3 This section 9 describes the circumstances when We can make changes, as well as providing you with further information about what We will do where We look to make such changes. Section 10 also deals with changes that might be made in relation to the discontinuance of a course, or the changing of a course's location.
- 9.4 Generally, SMU will make any changes relating to course content, teaching methods and/or delivery, learning methods and assessment methods. Either SMU or TLG will make any changes to timetables, teaching facilities or locations and pastoral and academic support services. However, if you are unhappy with any changes to your Course, you may follow the process identified at section 9.19 below.

## CHANGES TO PRE-CONTRACT INFORMATION

- 9.5 By accepting TLG's offer, you will be confirming that you are accepting Our offer on the basis of the information contained in Our Offer Pack. This may be different from the information we may have given you at the time you were researching SMU and TLG and making an application for the Course. Examples of changes that We may make at this stage could include (but are not limited to) the following:
- 9.5.1 material changes to the programme specification made in response to feedback from students and/or external examiners and/or to sector practice and/or guidance;
- 9.5.2 if there are insufficient student numbers to make the Course viable, We may need to combine or alter a course;
- 9.5.3 where We advised that the Course was subject to approval/accreditation/validation at the time We advertised the Course, if approval/accreditation/validation has not been obtained by the date of your Offer Letter, We may need to combine or alter a course;
- 9.5.4 changes that are required by law and/or as a result of a regulatory requirement that SMU or TLG, as providers of edSMUtical services, are required to comply with and/or as a result of governmental and/or regulatory guidance or direction;
- 9.5.5 changes that are required by a validating university or body, statutory, regulatory and/or professional body and/or regulator;
- 9.5.6 reasonable changes to the content and teaching provided on the Course.

## CHANGES AFTER YOU HAVE ENTERED INTO THE CONTRACT WITH US

- 9.6 Where We need to make changes to Our Contract and services after Our Contract has been formed, We will, in each case, assess the potential impact of such change on the Contract and Our students collectively, and will follow the principles set out in this section 9.
- 9.7 We are always looking to improve and enhance students' experience with Us and We will engage in dialogue with Our students and Student Representatives, and will actively seek feedback from these groups about how We can improve Our service delivery to Our students.

- 9.8 The circumstances that We describe in this section 9 are not the only ones that may arise during your studies with Us, but will give you some context as to when We may need to amend Our Contract (including Our services and Course). The section below provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in this section.

## **WHEN WE CAN MAKE CHANGES TO THE CONTRACT**

- 9.9 We can make changes to Our Contract (including to Our services and/or Course and/or any documents forming part of the Contract as listed under Appendix A):
- 9.9.1 to reflect changes in the law and/or by a professional, regulatory and/or statutory body;
  - 9.9.2 as required by government policy, regulatory and/or governmental requirements and/or guidance and/or direction and/or a decision of a competent court or similar body;
  - 9.9.3 to comply with any requirement set by the Office for Students and/or any other regulatory body;
  - 9.9.4 to comply with accrediting body and/or professional, statutory or regulatory body requirements;
  - 9.9.5 to address and/or to take steps in response to a security threat;
  - 9.9.6 to incorporate sector good practice and/or guidance and/or to improve the quality of a course and/or to make sure the curriculum is current and relevant to learning outcomes or standards;
  - 9.9.7 in light of student feedback and/or external examiners' feedback;
  - 9.9.8 to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
  - 9.9.9 in light of minimum enrolment numbers / a fall in future enrolment numbers which may affect Our ability to run the Course effectively;
  - 9.9.10 due to withdrawal of any relevant accreditation or validation;
  - 9.9.11 to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
  - 9.9.12 to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner;
  - 9.9.13 if TLG is no longer permitted to provide the SMU course to you for whatever reason. In this instance, the provisions of SMU's Student Protection Plan will apply; or
  - 9.9.14 for any other valid reason.

## **WHAT TYPE OF CHANGES MAY BE MADE?**

- 9.10 The circumstances presented in section 9.9 above may result in a number of different changes being made by Us. We have set out in this section 9.10 some examples of these

changes and, to help you understand what they may mean for you in practice, We have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of this section will apply depending on the type of change that is anticipated at the time.

9.10.1 Minor Changes (non-exhaustive list of examples):

- a. reasonable changes to the timetable for delivery of your Course;
- b. reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- c. reasonable variations to the content and syllabus of the Course;
- d. changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised;
- e. changes to the specification of your Course teaching facilities;
- f. additions and/or withdrawals of certain non-core/optional modules on your Course;
- g. changes to reading lists to deal to ensure the Course remains as up-to-date as possible;
- h. procedural changes to Our regulations that help improve the same to your benefit;
- i. reasonable changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services.

9.10.2 Major Changes (non-exhaustive list of examples):

- j. significant changes to the way that or method by which a Course is delivered, taught, supervised or assessed to ensure that We are continuing to provide that Course to you lawfully and/or in accordance with academic standards and quality and/or governmental and/or regulatory requirements and/or guidance (for example, We may move delivery in part or in whole online);
- k. to make additions and/or withdrawals of certain core/compulsory modules on your Course;
- l. changing Our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with Us;
- m. to make significant changes to Our regulations that are set out Appendix A that help improve them where the same are not to your benefit;
- n. in rare cases, the discontinuance of your Course (please see section 10 below for more details regarding what We will do in these circumstances);
- o. significant changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services, including moving delivery in part or in whole on-line.

9.11 Please be advised that if a "minor change" to the Course takes place prior to enrolment that you will not be informed of the change.

## **PRE-COMMENCEMENT OF COURSE**

9.12 There may be times where We need to discontinue a course or decide not to provide a course, or to merge or combine a course with other courses of study, if such action is reasonably considered to be necessary by SMU and TLG jointly. If We decide to take such action prior to the Course commencing, then We will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to TLG. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to Us.

## HOW WE WILL TELL YOU ABOUT CHANGES TO THE CONTRACT ONCE YOU ARE ON YOUR COURSE

- 9.13 For minor changes after enrolment, We will tell you about any amendments by email and, if applicable, will make the updated regulations available on the student portal ("TLG Portal").
- 9.14 For major changes, We will communicate with relevant Student Representatives before We make significant changes and We will tell you about any significant changes by email and, if applicable, will make the updated regulations available on the TLG Portal. In some instances We may also inform you formally in writing, providing you with as much notice as is in Our view reasonable.
- 9.15 If We invoke Our right to make changes in accordance with the above, We shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.
- 9.16 SMU has a Student Protection Plan in place which outlines the risks to the continuation of students' study, the mitigation measures in order to protect students, and the measures it will enact should these risks materialise.
- 9.17 Please note that the availability, timing, nature and/or scope of the TLG's pastoral support and academic support services may be subject to change during your Contract for a variety of reasons including, but not limited to, in response to changes in the law and/or governmental and/or regulatory requirements and/or guidance, funding arrangements and/or the needs of students. We therefore maintain a discretion to vary, amend and/or withdraw the availability, timing, nature and/or scope of pastoral and academic support services at any time (including, for example, moving delivery in part or in whole on-line).

## WHAT TO DO IF YOU ARE UNHAPPY WITH A CHANGE

- 9.18 If you are an applicant and as a result of a change made under this section you want to withdraw your application:
- 9.18.1 you must tell Us in writing, by emailing [admissions@thelanguagegallery.com](mailto:admissions@thelanguagegallery.com) within the timescale that We give you when We tell you about the changes; and
- 9.18.2 when We receive your notice, We will try to provide a suitable alternative course within TLG or the University (which you must pay tuition fees for, and subject to you meeting entry requirements and conditions, and to place availability) or suggest a suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto a course).
- 9.19 If you are an enrolled student and as a result of a change made under section 9 you want to withdraw from your Course:
- 9.19.1 you must do the following tell Us in writing as soon as possible by contacting TLG Administration Offices and by filling in a change-of-status form. We will work out your tuition fees in line with the tuition fees regulations (see Appendix A).
- 9.19.2 if you ask Us to, We will try to provide a suitable alternative course at TLG or at the University (which you must pay tuition fees for and meet any relevant entry requirements and conditions and which will be subject to place availability), or suggest a

suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto a course).

9.19.3 if you are a student who needs sponsorship under the UK's Points-Based Immigration System, We will withdraw this sponsorship if you withdraw from the University and TLG. SMU will inform the Home Office of any sponsorship withdrawn as a result of this section 9.19.

## 10. Course suspension, withdrawal and change of location

10.1 We have the right to suspend, withdraw or change the location of a course, if We are unable to guarantee the quality of student experience or meet requirements relating to enrolment numbers or for the reasons set out in section 9 above.

10.2 To keep disruption caused by such changes to a minimum, TLG will:

10.2.1 try to recruit enough students in order to run the course; and

10.2.2 give you at least nine weeks' notice if We plan to suspend or withdraw a course or change its location.

10.3 If, due to circumstances beyond TLG's reasonable control, it is not possible to tell you beforehand or within the timescale in section 10.2.2 that We have withdrawn or suspended or changed the location of a course, TLG will try to do so as soon as reasonably possible.

10.4 If We have to suspend or withdraw your course or change its location after you have accepted an offer or if We decide to close a course on which you are already enrolled:

10.4.1 TLG will stop recruiting future student intakes (where applicable).

10.4.2 where there are sufficient continuing students TLG will 'teach out' students currently enrolled, so that you will normally be able to complete your course without interruption.

10.4.3 alternatively We will, if you ask Us to, try to provide you with a suitable alternative course at the University (which you must pay tuition fees for and meet any relevant conditions and entry requirements and which will be subject to place availability) or suggest a suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto a course); and

10.4.4 in circumstances where you do not apply for or are not accepted onto an alternative course at the University, SMU will refund any tuition fees (and if relevant deposits) you have paid towards the course which has been suspended or withdrawn.

10.5 If We decide to change the location of a course, We will usually do so for future student intakes only. We will not normally change the location for students that are already enrolled and part-way through the course, but We may need to do so in certain circumstances, including those described in section 9.

10.6 If, in the event of 10.4 or 10.5, TLG's standard 'teach out' practice is not a suitable option for you, due to your particular circumstances, then We will take additional actions to help you complete your studies in line with SMU's Student Protection Plan (Appendix A). Should a situation arise when it is appropriate for the University to consider making a refund of tuition

fees or other associated costs or to provide compensation, SMU will do so under the terms of SMU's Student Protection Plan and Refund and Compensation Policy (Appendix A).

## **11. Coursework – intellectual property, ownership and your and Our rights, and Our responsibility for your work**

- 11.1 Unless We have agreed otherwise with you in writing, you keep the intellectual property rights to all the work you do during your study. If you are involved in research projects (or similar) through your study, We (or a relevant third party) will own certain intellectual property rights that you develop in connection with that project.
- 11.2 You agree to grant to Us (and anyone who takes over our organisation or anyone We transfer our business to) a royalty-free, non-exclusive, unchangeable, worldwide licence to use those intellectual property rights forever for the purposes of creating edSMUational materials and for marketing, promoting or otherwise improving the reputation of the University or TLG in all media.
- 11.3 We will use Our rights in section 11.2 for academic and teaching purposes. This may include using your work:
- 11.3.1 in Our learning and teaching materials;
  - 11.3.2 to market and promote TLG or the University and its courses and activities, including our website and social-media channels, leaflets, catalogues and prospectuses; or
  - 11.3.3 for external examination or other academic quality-assurance purposes.
  - 11.3.4 For the purposes of the above, using your work includes:
    - (a) using part of it; and
    - (b) using it to create work based on it.
- 11.4 Wherever reasonably possible, We will acknowledge the source and you as the original creator.
- 11.5 You should submit your coursework for assessment and collect it afterwards in line with TLG's policy on the submission, retention and return of student work (see Appendix A).
- 11.6 We do not accept responsibility for the loss or damage of any of your coursework before you have submitted it for assessment. If you save electronic copies of your work through Our IT facilities, you do so at your own risk and We strongly advise you to keep separate backups and hard copies of all coursework and assessed work.
- 11.7 Our liability for any loss of coursework after it has been submitted will be limited to the costs of materials and, if the coursework has not been assessed, We will offer you an appropriate opportunity to have it assessed (such as giving you the option of resubmitting if your coursework has been lost).
- 11.8 You should normally collect any coursework you submit to Us for assessment within two weeks after We have issued your grades. We will normally dispose of your work after this time, unless you have made special arrangements with a member of your course team or unless We want to keep it for any of the purposes in section 11.3.

## 12. Data protection

- 12.1 Both the University and TLG are registered data controllers under the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation. When collecting and processing your personal information, or when sharing any of your personal information with anyone else, each of SMU and TLG will do so in line with their own data protection policies and privacy notices (see Appendix A).
- 12.2 We will only share your special category data (e.g. information about your health) in line with UK data protection legislation.
- 12.3 We and Our students must comply with the University's data protection policy, which you can see at Appendix A. If you do not comply with the relevant requirements of the data protection policy when processing personal information in the course of your studies, We may take disciplinary action against you. Please note in particular paragraph 16 of the University's data protection policy.
- 12.4 We may share relevant information with UKVI (or other government agencies such as the police) about your obligations under the Immigration Rules and the conditions of your stay in the UK, in line with UK data protection legislation.

## 13. Liability

- 13.1 If We fail to comply with these terms and conditions, We will be responsible for any loss or damage you suffer that could be foreseen as a result of Us breaching this Contract or Us failing to use reasonable care and skill, but We will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of Us breaching this Contract or if you and We considered it at the time We entered into this Contract.
- 13.2 We only provide services for domestic and private use and We will not be liable to you for any loss of profit, loss of business, interruption to business or loss of commercial opportunity under the terms of this Contract.
- 13.3 We do not in any way exclude or limit Our liability for:
- 13.3.1 death or personal injury caused by Our negligence;
  - 13.3.2 fraud or fraudulent misrepresentation; or
  - 13.3.3 in any way breaching the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.
- 13.4 Neither you nor We will be liable to the other for any failure or delay in complying with your or Our obligations under these terms and conditions if the failure or delay is due to any cause outside your or Our reasonable control, including government actions or directions, a change in law following the UK ceasing to be a Member State of the European Union which means We are no longer legally allowed to provide services to you, war, civil disturbance, terrorist attack or threat of terrorist attack, pandemic or epidemic (or similar infectious diseases where We have health and safety concerns regarding the provision of the Course and other services to you or Our courses and services to other students), fire, extreme weather conditions, and labour disputes or industrial action, including disputes involving someone else's employees.

## 14. Complaints

- 14.1 If there is something that you are unhappy about, please tell Us straightaway so that, if possible, We can put it right. If you wish to complain about an action or lack of action by SMU or TLG, or any aspect of Our service, you may do so using TLG's Complaints Policy (See Appendix A). In the event that you are unhappy with any resolution under TLG's Complaints Policy at any stage, you may seek a resolution under SMU's Complaint's Policy.
- 14.2 If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator at [www.oiahe.org.uk](http://www.oiahe.org.uk) or OIA, Second Floor, Abbey Wharf, 57-75 Kings Road, Reading RG1 3AB.
- 14.3 These terms and conditions, including SMU and TLG's policies and procedures are in addition to the range of protections students have under consumer protection law, and do not limit your consumer rights and remedies.

## 15. Status of terms and conditions

- 15.1 Our Contract is between you and Us. No other person shall have any rights to enforce any of its terms and neither you or Us will need to get the agreement of any other person in order to end our Contract or make any changes to these terms and conditions.

## 16. Deferral or suspension by Us

- 16.1 In certain exceptional circumstances, We may need to defer your enrolment or suspend Our Contract with you where it is reasonably necessary for Us to do so to:
- 16.1.1 obtain, investigate and/or assess information regarding your support needs and to consider whether any reasonable adjustment may be needed, and/or to implement any reasonable adjustment; and/or
- 16.1.2 obtain, investigate and/or assess information and to consider whether any measure may be needed in order to manage risks to the health, safety or welfare of you and/or others, and/or to implement such measure.
- 16.2 We will manage any deferment or suspension pursuant to section 16.1 above in accordance with our deferment and cancellation of offers procedure and/or our support to study procedure (see Appendix A), as relevant, and We will work with you to manage this process if We need to obtain, investigate and/or assess information and/or implement reasonable adjustments and/or risk-management measures.
- 16.3 We may have a right to end Our Contract with you as set out in sections 17.2 and 17.3 below.

## 17. Ending Our Contract with you

- 17.1 If you breach these terms and conditions, Our regulations, or any conditions stated in your Offer Pack, We have the right to end Our Contract with you, without liability, at any time by giving you notice in writing. This includes in the following circumstances:
- 17.1.1 If you have provided false, incomplete, misleading or fraudulent information or left out significant information in relation to your application for admission or as part of the admissions process;



17.1.2 If you fail to meet or, as a result of your circumstances changing, you no longer meet any special requirements or conditions as set out in your Offer Pack for your Course;

17.1.3 If you fail to tell Us when We ask in line with our applicant criminal convictions policy (see Appendix A) about any unspent criminal convictions for violent or sexual offences against a person, offences concerning dealing or trafficking of controlled substances, offences involving firearms or arson, offences listed in the Terrorism Act 2006, or any other criminal conviction which may impact on the safety and well-being of any member of the University community;

17.1.4 If a criminal convictions panel decides in line with our criminal convictions policy (Appendix A), on the basis of information about your unspent criminal convictions and/or other relevant information, that you pose an undue risk to the safety and/or wellbeing of the University community;

17.1.5 If during your studies as an enrolled student you are convicted of a criminal offence and receive a relevant unspent criminal conviction, you must inform the University immediately of that fact. The University shall decide at its sole discretion whether to convene a panel in accordance with the procedures set out in the Criminal Convictions Policy. A decision of the panel may result in you being withdrawn from the University.

17.1.6 If you are an international student and you:

need a visa to study in the UK and you do not have one by the start date of your Course; are unable to provide the documents required as part of Our sponsor licence; provide documents which We are unable to confirm as authentic or which We believe are not authentic; have failed to keep to the restrictions of your visa or to meet the conditions of your stay in the UK; or have failed to meet, or help Us to meet, any relevant Immigration Rules, the UK's Points-Based Immigration System or other Home Office requirements in force from time to time, including:

- a) your knowledge of the English language;
- b) attendance and engagement monitoring;
- c) checking the terms of your visa are correct;
- d) reporting any updates or changes to your immigration status;
- e) keeping your UK address, phone and personal email address up to date on your student record; and/or
- f) keeping to the working hours restrictions as stated on your visa.

17.1.7 If you are a student who needs sponsorship under the UK's Points-Based System and, after reasonable investigation, We believe or are told by UKVI that you are a threat to immigration control or have breached your immigration conditions;

17.1.8 If you fail to enrol, or re-enrol at TLG for further academic years of your Course, within set timescales;

17.1.9 If We have made a final decision to expel you from TLG or the University on the grounds of misconduct, under the student conduct rules or the academic misconduct regulations (see Appendix A);

- 17.1.10 If, under our academic appeals process, you have failed to meet the required academic standards under the common credit framework or academic progress regulations (see Appendix A);
- 17.1.11 If a support to study panel or the College Principal (or his nominee) has made the decision that you should not continue on your Course or should not return to study, under the support to study procedure (see Appendix A);
- 17.1.12 If We have made a decision to terminate your enrolment because you have not met our attendance requirements, under the terms of the common credit framework 3.8 (See Appendix A); or
- 17.1.13 If you fail to pay your tuition fees in accordance with section 8 above after We have provided reasonable notice to you that you are required to do so.
- 17.2 We may end Our Contract with you by providing you with reasonable notice where, in connection with your disability, We are unable to make reasonable adjustments needed for you to enrol or continue on your Course.
- 17.3 We may end Our Contract with you by providing you with reasonable notice where We are unable to implement measures to manage risks to the health, safety or welfare of you and/or others which are needed for you to enrol or continue on your Course.
- 17.4 If, due to circumstances beyond Our reasonable control, it is not possible to tell you beforehand or within the timescales in section 17.2 or 17.3 that We are unable, as relevant, to make the reasonable adjustments or to implement the risk-management measures, We will do so as soon as reasonably possible.
- 17.5 Where We need to exercise Our right to end Our Contract as described in section 17.2 or 17.3 above, We will at all times manage that process in accordance with the deferment and cancellation of offers procedure or Our support to study procedure, as relevant.
- 17.6 If We end your Contract under section 17.1 of these terms and conditions, you may not be entitled to a refund of tuition fees.
- 17.7 If We end your Contract under section 17.2 or section 17.3 of these terms and conditions, you will be entitled to receive a refund of tuition fees and you may be entitled to receive a refund of other unavoidable costs you have incurred as result of the termination.

## **18. Ending your Contract**

- 18.1 You can end your Contract with Us at any time by telling Us immediately in writing by letter or email. If you end your Contract after you have enrolled, We will work out your tuition fees in line with the tuition fees regulations (see Appendix A).

## **19. Enquiries**

- 19.1 If you have any questions about these terms and conditions, write to the Head of Admissions

## 20. Other important terms

- 20.1 If any of these terms and conditions is found to be invalid or cannot be enforced, We will remove that term or condition from the Contract. This will not affect the remaining terms and conditions, which will continue to be valid and able to be enforced.
- 20.2 This Contract is governed by the laws of England and Wales. By accepting these terms and conditions in accordance with section 6.6, you agree to keep to any decision made by the courts of England and Wales in relation to any disputes which may arise out of or in connection with the Contract.

## 21. Cancellation rights

- 21.1 You have the right to cancel this Contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of accepting your offer without giving any reason.
- 21.2 If you do want to cancel, you should email [admissions@thelanguagegallery.com](mailto:admissions@thelanguagegallery.com). Or you can fill in and return Our cancellation form included in the Offer Pack.
- 21.3 If you cancel this Contract within the 14-day cancellation period, We will refund all payments We have received from you as soon as possible and no later than 14 days after the date you tell Us you want to cancel. We will refund you using the same method you used to make your initial payment, unless you have agreed otherwise.
- 21.4 If you asked to begin your course during the cancellation period and you cancel during that period, you will not have to pay any tuition fees (you will have to pay an administration fee of £50). If you do not tell us you want to cancel within the cancellation period, we will charge fees in line with the tuition fees regulations.
- 21.5 If you are an overseas student, please consult Section 4 of the Tuition Fee Regulations (linked in Appendix A) for any special fee arrangements pertaining to cancellations for overseas students (including non-issuance of visas and failed course entry requirements).

## 22. Your other consumer rights

- 22.1 As a consumer, you have legal rights in relation to services that We do not carry out with reasonable skill and care, or if the materials We use are faulty or not as described.
- 22.2 For more details of your legal rights, visit your local citizens advice bureau or trading standards office, or the Competition and Markets Authority [website](#), or the Office for Students.
- 22.3 The alternative dispute resolution (ADR) body for Higher Education Providers is: The  
Office for the Independent Adjudicator  
Second Floor  
Abbey Wharf  
57-75 Kings Road  
Reading RG1 3AB

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## Appendix A

Our policies, rules and regulations<sup>1</sup>

Admissions and enrolment

<https://www.stmarys.ac.uk/policies/admissions-policy.aspx>

For Academic regulations, policies and procedures,

Disciplinary rules and regulations

Well-being policies and procedures

Complaints policy and procedure

Fees regulations

General

[View all student policies \(stmarys.ac.uk\)](#)

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<sup>1</sup> This is the list of regulations that apply to students. If any of the above links do not work from your browser, then you will be able to find them all (and more that do not form part of these terms and conditions) at <http://www.SMU.ac.uk/quality-assurance-enhancement/university-regulations-policies-and-procedures/>. These are SMU's policies and regulations except where indicated.

## Appendix B

### Our roles and responsibilities

Role / responsibility	TLG	SMU
Application and admissions process	<input type="checkbox"/>	
Enrolment and Registration	<input type="checkbox"/>	<input type="checkbox"/>
Teaching and Learning	<input type="checkbox"/>	
Pastoral support	<input type="checkbox"/>	
Academic learning support	<input type="checkbox"/>	
Providing facilities, equipment, learning resources including digital resources	<input type="checkbox"/>	
Assessment and feedback process	<input type="checkbox"/>	
The student disciplinary procedure	<input type="checkbox"/>	
Producing course materials	<input type="checkbox"/>	<input type="checkbox"/>
Implementing SMU's quality assurance procedures	<input type="checkbox"/>	
Curriculum Design and Content		<input type="checkbox"/>
Academic Regulations including assessment, progression, award, academic misconduct and academic appeals		<input type="checkbox"/>
Support to Study procedure		<input type="checkbox"/>
Awarding qualifications and producing certificates		<input type="checkbox"/>
Graduation ceremony (if provided)		<input type="checkbox"/>
Invoicing and collecting fees		<input type="checkbox"/>
Enabling access to the Student Loans Company		<input type="checkbox"/>
Handling complaints about TLG roles and responsibilities	<input type="checkbox"/>	
Handling complaints about SMU roles and responsibilities Complaints		<input type="checkbox"/>