

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

1. INTRODUCTION

- 1.1 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 Programme, 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 Please contact Admissions at apply@stmarys.ac.uk for clarification if there is anything in these Terms and Conditions that you do not understand.
- 1.4 Please note that these Terms and Conditions apply to St Mary's undergraduate programmes, postgraduate taught programmes, postgraduate research, online programmes and PGCE programmes.

2. DEFINITIONS

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

"Cancellation Period" has the meaning set out in clause 8.1

"Contract" has the meaning set out in clause 3.2

"Force Majeure Event" has the meaning set out in clause 11.2

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

"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 Programme and that are made available to you on our Website or otherwise provided to you

"Programme" means your chosen course of study

"Programme Information" means subject to these Terms and Conditions, the description of the Programme set out on our Website as at the date you accept your Offer

"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

“Website”

means www.stmarys.ac.uk

3. THE CONTRACT

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

3.1.1 [Academic Regulations](#);

3.1.2 [Admissions Policy](#);

3.1.3 Tuition Fee Regulations;

3.1.4 [the Student Charter](#);

3.1.5 [Policies and Procedures](#);

3.1.6 the Offer Letter; and

3.1.7 [the Programme Information](#).

3.2 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 3.1 in full.

3.3 It is your responsibility to read and make sure you understand the Terms and Conditions and the documents in clause 3.1, any queries and/or concerns should be raised with St Mary's before accepting the Offer.

3.4 Any queries should be emailed to apply@stmarys.ac.uk.

4. YOUR OFFER EXPLAINED

Conditional

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

4.2 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.

Unconditional

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

Deferred Entry

4.4 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 Programme will be reserved for the relevant academic year. Further information is set out in the [Admissions Policy](#).

Disabled Applicants

- 4.5 You are invited to declare any disability on your relevant application form. Such students are considered according to the Admissions Protocol for Students with Additional Requirements which is available in the [Admissions Policy](#).

5. THE CONDITIONS OF YOUR OFFER

Academic

- 5.1 If you have applied through Universities and Colleges Admissions Service ("UCAS") then your results will be automatically transmitted to St Mary's.
- 5.2 If you have already met the academic requirements for your chosen programme and your results are not automatically transmitted to St Mary's via UCAS or confirmed by your school, college or university when you apply, you will be required to produce satisfactory evidence of your qualifications 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.

English Language Requirement

- 5.3 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

- 5.4 Some programmes 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.
- 5.5 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")

- 5.6 Some programmes 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.
- 5.7 If you have a criminal record, you must inform us in your application. If you are convicted of a criminal offence whilst you are enrolled as a student at St Mary's, you are required to inform us, in accordance with the [Policy on applicants and students with a criminal conviction](#).

Other conditions

- 5.8 You may be required to fulfil other conditions, such as declaration of fitness to practise, and any such conditions that you need to fulfil for your chosen Programme will be made clear in your Offer.

Withdrawing an Offer

- 5.9 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:
- 5.9.1 unsatisfactory references are received;
 - 5.9.2 you fail one or more of the conditions specified in your Offer;
 - 5.9.3 you fail to provide evidence of qualifications and/or fail to undertake medical or DBS checks; and/or

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

6. ENROLMENT

- 6.1 You will be required to enrol with St Mary's before the commencement of your Programme and to re-enrol annually. Failure to complete the enrolment process will result in your application and/or enrolment with St Mary's being delayed and/or terminated.

7. TUITION FEES

- 7.1 By accepting an Offer you are agreeing to pay all tuition fees for your Programme 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

- 7.2 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 Programme 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 on the basis of the available evidence at the time. Decisions can only be changed in certain and exceptional cases, therefore if you think the decision is incorrect, you must inform the Admissions department by emailing apply@stmarys.ac.uk 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

- 7.3 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

- 7.4 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

- 7.5 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 [here](#) for further details.

Tuition Fee Variations

- 7.6 Many programmes 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 Programme, 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 clauses 7.8 and 7.9 below).
- 7.7 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, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 7.8 In any event, a tuition fee increase in any one year for returning or continuing Home students, whose programmes are subject to regulated or capped fees, shall not exceed the greater of:

- 7.8.1 15% (fifteen percent) on the previous academic year's tuition fee; and
- 7.8.2 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.

- 7.9 A tuition fee increase in any one year for returning or continuing postgraduate and Overseas students, whose programmes are not subject to regulated or capped fees, shall not exceed the greater of:
 - 7.9.1 15% (fifteen percent) on the previous academic year's tuition fee; and
 - 7.9.2 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.
- 7.10 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.

General

- 7.11 You are responsible for your own living expenses, and you must ensure that you have access to the necessary funding or Student Loan before the start of your Programme.
- 7.12 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. YOUR CANCELLATION

- 8.1 You are entitled to cancel the Contract between you and St Mary's up to 14 days after commencing your Programme, and for students studying online programmes, up to 14 days after the latest payment date for the start of the programme (the "**Cancellation Period**"). You must inform St Mary's of your decision to cancel by:
 - 8.1.1 contacting Admissions by sending a message to apply@stmarys.ac.uk; or
 - 8.1.2 completing the model cancellation form set out in Appendix 1 and sending it to apply@stmarys.ac.uk.
- 8.2 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 will use reasonable endeavours to refund any such amounts within one calendar month of receipt of your notice of cancellation.
- 8.3 If you withdraw from your Programme outside of the Cancellation Period, your tuition fee liability will be calculated in accordance with the terms set out in the Tuition Fee Regulations.
- 8.4 If you would like to withdraw from your Programme outside of the Cancellation Period, you must complete a Student Withdrawal or Leave of Absence Form. For further information please see our [Withdrawal Policy](#).

9. CHANGES TO POLICIES AND PROCEDURES

- 9.1 During your Programme, we may update and replace our Policies and Procedures from time to time in order 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 Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Programme (see clause 10 for provisions concerning changes to Programmes).
- 9.2 Any changes made under this clause 9 will normally come into effect at the start of the next academic year. St Mary's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.3 The updated 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.

10. CHANGES TO PROGRAMMES

- 10.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Programme circumstances may arise where we are required to make changes to your Programme. Examples of "changes" include changes to the content or structure of your Programme, 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):-
- 10.1.1 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;
 - 10.1.2 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;
 - 10.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - 10.1.4 where St Mary's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Programme; and/or
 - 10.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the Programme Information.
- 10.2 If St Mary's sponsors you under a student visa, Programme changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your Programme, you should speak to us before taking any action.
- 10.3 St Mary's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave St Mary's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by St Mary's.

Closure of Programmes

- 10.4 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme in accordance with the Contract, circumstances may arise where we are required to close your Programme. Examples of where Programme closure may be made or required are (without limitation):-

- 10.4.1 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;
 - 10.4.2 where a teaching location becomes unavailable due to events outside our reasonable control; or
 - 10.4.3 there are an insufficient number of students enrolled on the Programme meaning the continued running of the Programme is financially unviable.
- 10.5 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our Student Protection Plan.

Consequences of changes to Programmes or closure of Programmes

Changes to Programmes before enrolment

- 10.6 If we have to change your Programme, 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 Programme (as against the commitments made in your Offer and/or Programme Information 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 Programme, you may either:-
- 10.6.1 terminate the Contract and/or withdraw your application for the Programme 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
 - 10.6.2 transfer to another Programme (if any) as may be offered by us for which you are qualified.

Changes to Programmes or closure of Programmes post enrolment

- 10.7 Where changes or Programme closure is proposed or have to be made for the reasons outlined at clauses 10.1 and 10.4 above, St Mary's will take all reasonable steps to minimise disruption to students (including where your Programme is closed and St Mary's is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new course: (i) at St Mary's for which you are qualified; or (ii) at an alternative higher education provider).
- 10.8 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.
- 10.9 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".
- 10.10 If we make substantial changes to your Programme (as against the commitments made in your Offer and/or Programme Information 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 Programme, you must notify us of this in writing, following which we may offer you a suitable alternative Programme for which you are qualified (at no additional cost to you). If you are unhappy with the alternative Programme we offer you or we are unable to offer you a suitable alternative Programme, 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.

- 10.11 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 Programme with them. You may also want to consider other matters such as accommodation and travel costs.

11. LIABILITY FOR ACTS OUTSIDE OUR CONTROL

- 11.1 St Mary's will do all that it reasonably can to provide your Programme as described on our website and in the Programme Information or other documents issued by St Mary's to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.
- 11.2 We shall not be liable to you for any failure in the delivery of the Programme arising from matters outside our reasonable control. Such events may include: industrial action which it is not within the capacity of St Mary's to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").
- 11.3 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Programme and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 11.4 If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more then you will be entitled to:
- (a) defer your Programme, if you have not yet enrolled on to your Programme;
 - (b) interrupt your studies, if you are currently enrolled on your Programme; or
 - (c) terminate your Contract with immediate effect by contacting statuschange@stmarys.ac.uk.
- 11.5 Should you terminate your Contract pursuant to clause 11.4, you will have no liability 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.
- 11.6 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 programme at St Mary's or an alternative higher education institution and you may wish to email statuschange@stmarys.ac.uk to discuss this.

12. INTELLECTUAL PROPERTY: OWNERSHIP OF STUDENTS WORK

- 12.1 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.
- 12.2 In accordance with St Mary's Intellectual Property Policy, St Mary's recognises that the student is the owner of any IP created whilst he/she is a registered student unless there is any written agreement to the contrary.

13. DATA PROTECTION

- 13.1 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](#).

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

14. COMPLAINTS

- 14.1 If you have a complaint, please follow our [Complaints Procedure](#).
- 14.2 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](#).

15. GENERAL

- 15.1 No term of the Contract between you and St Mary's is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 15.2 The Contract and any dispute arising from or out of it is governed by English law and subject to the exclusive jurisdiction of the English Courts.

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 Programme:

Address:

Signature:

Date: