

## **Study Terms and Conditions for Overseas Students**

Dear Student, please ensure that you understand the following information related to your application, study terms and conditions and your studies at the Markfield Institute of Higher Education (MIHE).

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## 1.0 The Contract

The terms and conditions below represent an agreement between MIHE and you, a prospective student. By accepting the Institute's offer of a place on a programme, you accept these terms and conditions in full, which along with:

- your offer letter from the institution ("the Offer");
- the Institute's regulations, policies and procedures (subject to periodic review and amendment); and
- the programme information as of the Offer date, (including information on the institution's website and course brochures)

form the contract between you and the Institute in relation to your studies at the Institute ("the Contract").

1.1 If you do not comply with the Contract, or fail to meet our expectations by maintaining a standard of conduct which is not harmful to the work, good order or good name of the institution, we may take disciplinary action against you, as outlined in the Students' Handbook. One possible outcome of such action is that your Contract with us may be terminated and you may be removed from your programme.

1.2 If you do not register within 14 days of the start of the term where your programme commences, the institution reserves the right to refuse to register you and can withdraw you from your programme (without liability).

1.3 Your admission to MIHE, attendance on a programme, and right to enjoy any of the privileges of membership of the institution, including access to services and facilities, is subject to your compliance with the terms of the Contract and registering with the institution. All new students of the institution are required to complete the registration procedures. All information relating to the registration process can be obtained from the MIHE Administration Office.

## 2.0 Application Process

2.1 Entry requirements: MIHE's Admissions Committee will check the documentation provided by each applicant, ensuring documentary evidence meets study visa and the respective course's entry requirements before an offer letter is issued. Our entry requirements for **overseas applicants** are:

- You must have the required entry qualifications for your selected course and an IELTS for academic purposes qualification from a UKVI approved centre:

- For the BA (undergraduate) courses – applicants must obtain an overall IELTS 5.5 score (achieving a minimum score of 5.5 in all four individual components - reading, writing, speaking and listening);
- For the Master’s level (postgraduate) courses – applicants must obtain an overall IELTS 6.5 score (achieving a minimum score of 6.0 in all four individual components - reading, writing, speaking and listening);
- Applicants should also have the required entry qualifications for the course they have applied for.
  - For entry onto undergraduate BA degree courses applicants must hold A-level equivalent qualifications. Those who have successfully completed the standard Alim course and can provide official proof that they have done so, e.g. original certificate and marks transcript, can enter directly onto the second year of the BA Islamic Studies course.
  - For entry onto postgraduate MA courses applicants must have obtained a UK equivalent BA degree as assessed by NARIC. However, MIHE is willing to consider applicants who may not have a first degree but possess professional qualifications from any globally recognised bodies (namely; CIMA, ACCA, CIM etc.,) or have considerable relevant work experience in a cognate professional context. Applicants must include details of previous work experience with their application to MIHE’s Admissions Committee.

You will be required, at the request of the institution, to provide satisfactory evidence of your qualifications before an offer can be made.

**2.2 Obtaining a UK entry visa:** If you require a visa or other immigration permission to be able to study at the Institute, it is your responsibility to obtain the appropriate visa before starting your programme. By agreeing to these terms and conditions, you also agree to abide by the terms and conditions of your visa throughout the course of your studies at the Institute. Overseas students should note the following to obtain a study visa for admission to MIHE. Prospective students must prove that they:

- Have an offer letter from MIHE confirming a place on their course;
- A CAS number provided by MIHE;
- Have paid their tuition fees (see updated fee information on our website);
- Have evidence that they have sufficient funds to cover their tuition fees for the first academic year, as well as living costs (maintenance costs: £1,015/month for living costs if they are studying outside London or anywhere else in the UK for the majority of their study). Any money they use for maintenance (tuition fees and living costs) must be in their account for a consecutive period of 28 days. During the 28-day period this money cannot drop below the required amount for even one day or they will not meet the Home Office requirements and their application will be refused. See UKVI guidance at: [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/623341/T4\\_Migrant\\_Guidance\\_29\\_June\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/623341/T4_Migrant_Guidance_29_June_2017.pdf)

- Can pay for their return or onward journey.

It is your responsibility to ensure that all of the information you provide to the institution (and/or the UKVI if you require immigration permission to study at the institution) is true and accurate. If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the institution may withdraw or amend your Offer, or terminate your registration at the institution, according to the circumstances.

The Institute is required to verify that you have the correct immigration permission to study with us and to keep a copy of your passport and visa or Biometric Residence Permit on file. If you fail to demonstrate that you have the correct immigration permission the institution will not register you for your programme and you will be liable for any personal costs incurred.

You must notify MIHE's Administration Office immediately if there are any changes whatsoever to your immigration status at any time before or after registration and during the course of your studies. MIHE reserves the right to suspend/ terminate studies of any student/s who fail to notify MIHE within 10 working days about a change in circumstances, or regarding receipt of any important/official letters or notices issued by the UKVI.

**2.3 Monitoring students' attendance and engagement with their studies:** The Institute is obliged under its sponsorship duties to monitor students' attendance and engagement in their studies while in the UK. Therefore, staff will take class registers and ask for proof of address every three months from the students. Students missing more than three consecutive classes (without a valid approved reason or prior approval) will be asked to terminate their studies and return to their home countries.

Students on a Tier 4 study visa or a short-term study visa (study in the UK for a period of six months) need to note that during their stay in the UK they cannot:

- work (including on a work placement or work experience) or carry out any business;
- extend this visa;
- bring family members ('dependants') with them - they must apply separately;
- obtain public funds.

Further guidance for international students can be obtained from the following links:

- <https://www.gov.uk/study-visit-visa/overview>
- [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/623341/T4\\_Migrant\\_Guidance\\_29\\_June\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/623341/T4_Migrant_Guidance_29_June_2017.pdf)

### **3.0 Relationship between MIHE and the validating University**

3.1 Newman University is the validating body for our current BA and MA programmes.

3.2 You will be the registered students of MIHE.

3.3 The Markfield Institute will:-

- deliver your Programme with reasonable care and skill;
- clearly explain the academic requirements of your programme to you;
- You must fulfil all the academic requirements of your programme in accordance with the terms of the Contract, the requirements for which are set out in the programme handbook.

3.4 You will be subject to the Academic Regulations of the validating University, including those relating to late and non-submission of work, extensions, mitigating circumstances, academic misconduct and appeals, failure, re-assessment, progression and the determination of awards;

3.5 You will be subject to MIHE's disciplinary procedures for non-academic offences;

3.6 You will be entitled to address complaints about your programme of study to MIHE in accordance with its student complaints procedure. A Student who remains dissatisfied after exhausting MIHE's complaints procedures shall be entitled to submit a complaint under the validating University's student complaints procedure. All Students are ultimately entitled to have unresolved complaints reviewed by the Office of the Independent Adjudicator for Higher Education;

3.7 You will be entitled to access learning, support and recreational services and facilities of MIHE.

### **4.0 Tuition Fees and extra costs related to your study**

4.1 The information on the tuition fees that you need to pay is made available on the Institute's website. All details on the website/course brochures and accompanying documents are correct at the time of printing. MIHE reserves the right to make changes to the structure and content of course/s, including cancellation, if deemed necessary.

4.2 Tuition fees are payable in full before overseas students can commence their studies. If you accept an Offer, you agree to pay all tuition fees, in accordance with the payment dates and terms agreed by you and us. If you fail to pay your tuition fees when they are due, we reserve the right to withdraw you from your programme. You will be personally liable to pay your tuition fees if you are a sponsored student and the sponsoring authority fails to do so.

4.3 What's included in the tuition fees? The fees include registration, tuition, examination/assessment marking and graduation payments. It excludes study materials, re-

examination (re-takes), residential accommodation, meals, travel, graduation robes and photographs.

4.4 The institution reserves the right to increase your tuition fees annually in line with the Retail Prices Index to take account of the institution's increased costs of delivering educational services. If the institution intends to increase your tuition fees it will notify you of this as soon as reasonably possible.

4.5 Extra costs you may incur whilst studying at MIHE: Students will also need to consider other expenses in addition to their tuition fees, such as, the cost of accommodation (if they require this), food, transport to the Institute, purchase of text-books, photocopying and library fines, etc. An indication of the costs of key items are provided on our website on the relevant pages.

## **5.0 Refund and compensation policy for overseas students**

5.1 Refund means the repayment of sums paid by a student to the Institute or an appropriate reduction in the amounts of sums owed in future by the student to the Institute. This could include tuition fees and other course costs; however, accommodation costs are not included as accommodation is not provided by the Institute directly. In addition to refunding tuition fees (after appropriate reductions), the Institute also commits to honour student bursaries, compensate for tuition costs where students have to transfer courses or provider.

5.2 If you decide to leave your course you must notify MIHE's Administration Office before making a refund request. If you withdraw or interrupt your studies, the amount of your tuition fee refund will be determined by the period of tuition received – that is, the fees charged based upon your interruption of studies or withdrawal date.

5.3 Students who are late in starting their course will not be entitled to any refund, or reduction in tuition fees. This also applies where students have been absent from class for a period of time and they may not have been attending all the subjects for which they have been enrolled.

5.4 If a student decides to withdraw before the start of his course, or has been refused a visa or entry to the United Kingdom by the UKVI, fees, after deduction of a £250 administrative charge, will be refunded provided the following conditions have been met:

- The student has informed MIHE in writing about their inability to start the course/s, at least two weeks prior to the commencement of their course.
- MIHE is provided with the original letter issued by the UKVI confirming the refusal of a visa or extension is due to an error by MIHE.
- The receipt for fees paid is returned to MIHE in its original form.
- If a student is required by the Home Office to leave the UK for any reason after the start of their studies, any refunds will be made at MIHE's discretion.

- No refund will be made should it be proven that admission to MIHE was obtained by producing false, forged or non-accredited documents or by way of false or misleading information in any form. No refund will be made should it be proven that the student was refused a student visa because he/she produced false or forged documents to the visa authorities. No refund will also be made if candidates fail to produce appropriate documents or evidence required by the UKVI for entry clearance.

5.5 In situations where the Institute is no longer able to preserve continuation of study for one or more students, the affected students may claim a refund of fees and/or appropriate financial or other compensation. All students are covered if such circumstances arise, whether they are in receipt of a tuition fee loan from the Student Loans Company, or those who pay their own tuition fees, or those whose tuition fees are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (whether Student Loans Company, individual student or sponsor of a student).

- The Institute considers refunds and compensation to be a remedy of last resort and endeavours to ensure all students are able to continue and complete their studies.
- In all cases, when dealing with the cessation of an academic programme of study or postgraduate programme of research study, we will endeavour to communicate with and compensate individuals who have accepted a place (but not yet commenced study) on the programme, and offer advice and support to help them decide whether or not to apply for a different programme at the Institute or seek a suitable alternative.
- For postgraduate research students, in circumstances where a supervisor leaves the Institute, we will always endeavour to request the same supervisor to continue supervising after leaving (which we have successfully done in the past) or to seek to ensure that alternative supervisory arrangements are put in place to allow for the completion of the programme of research. However, if this is not possible and students are forced to withdraw from their studies, they may claim a refund of fees and/or appropriate financial or other compensation. The Institute will not compensate students who personally elect to move to another HEI with their original supervisor or reject any reasonable offer of alternative supervisory arrangements unless they can evidentially demonstrate that these are in fact manifestly unreasonable. If the student is forced to withdraw from the Institute and does not transfer to another HEI to continue their research study, the student may apply for compensation.

5.6 If a student remains dissatisfied with the outcome of a claim for compensation under our policy, the student may be able to apply for a review of the claim by the validating University in the first instance, and then finally, by the Office of the Independent Adjudicator for Higher Education (OIA). The OIA provides an independent review scheme external to and independent of the Institute's complaint procedure. The OIA will normally only review issues that have been dealt with through the Institute and its validating University's internal procedures.

## 6.0 Changes to your taught programme of study

6.1 The Institute will use all reasonable endeavours to deliver its programmes described in the Course Handbooks. However, if there are insufficient enrolments for a course, the institution may decide to cancel it. If you have received an offer for any programme described in the Course Handbooks, which the institution discontinues prior to you registering at the institution, the institution will notify you as soon as is reasonably possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you do not wish to take up the replacement programme provided by the institution or if the institution is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for tuition fees.

6.2 Programme changes: circumstances may demand change to programmes. These changes may occur due to enhancing or updating the quality and content of educational provision; responding to student feedback; academic staffing changes; a lack of student demand for the programme; or factors beyond the institution's reasonable control which include meeting the latest requirements of a commissioning or accrediting body. The institution will use all reasonable endeavours to ensure that changes are kept to a minimum, but if the Institute is required to make any material changes to the terms of the Contract or your programme (as described in your Offer and/or Course Handbook) before you register at the institution, the institution shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme or transfer to such other programme as may be offered by the institution for which you are qualified.

6.3 Programme changes after your registration: The institution may vary elements of your programme from that described in the Course Handbook once you are registered on the programme for the same reasons as set out above (6.1 and 6.2). However, the institution will undertake suitable consultation with students where it proposes to make a change to your programme that materially changes the outcomes of, or a large part of, your programme (such as the nature of the award or a major change to the curriculum). If the institution makes such a material change (in the institution's reasonable opinion) which you reasonably believe will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the institution for tuition fees or transfer to such other programme (if any) as may be offered by the institution for which you are qualified.

6.4 Withdrawal of a programme after registration: If after you have registered as a student of the institution, the institution is forced to discontinue your programme as a result of a unavoidable circumstances (Force Majeure Event, as explained in 10.3 below), the institution will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the institution or if the institution is unable to provide a suitable replacement

programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for tuition fees and you shall be entitled to a refund of all tuition fees paid to date.

## **7.0 Complaints procedure**

If you have a complaint about the institution, you should follow the institution's complaints policy and procedures (available to all registered students via the Moodle). These procedures have been produced to help the institution resolve any complaints you may have as promptly, fairly and amicably as possible. If, having followed the institution's complaints policy and procedures to completion, you remain dissatisfied, you have the right to make a complaint to the programme validating University in the first instance, and then to the Office of the Independent Adjudicator (OIA) for Higher Education.

## **8.0. Data protection**

8.1 On enrolment, students will be asked to read and sign our Student Privacy Notice. The institution holds information about all applicants and students at the institution. The Institute and students will need to comply with the GDPR. When you enrol with MIHE you will be giving us permission to process data about you. Enrolment and re-enrolment (at the start of each academic year) provides you with an opportunity to see basic personal data held about you and to correct inaccuracies. If you do not enrol and give your consent to this processing, MIHE will not be able to accept you as a student.

8.2 MIHE takes your privacy very seriously and will never disclose, share or sell your data without your consent; unless required to do so by law. We only retain your data for as long as is necessary and for the purpose(s) specified in this notice. Where you have consented to us providing you with promotional offers and marketing, you are free to withdraw this consent at any time.

## **9.0. Intellectual Property and research integrity**

Depending on your level of study, you may be entitled to own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments. For research students, intellectual property will normally be owned by the institution.

## **10.0 Liability**

10. 1 Whilst the Institute takes all reasonable care to ensure the safety and security of its students whilst on the institution's campus, the institution cannot accept responsibility, and expressly

excludes liability, for loss or damage to your personal property (including and not restricted to your mobile phone, car parked in the carpark, computer equipment and software). You are advised to insure your property against theft and other risks.

10.2 The institution shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the institution.

10.3 The institution shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the institution's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the institution's employees), fire, flood, storm and national emergencies ("Force Majeure Event").

10.4 Nothing in these terms and conditions shall limit the institution's liability to you for fraud or wilful default or for death or personal injury caused by the institution's negligence. Subject to the foregoing sentence, the institution shall not under any circumstances whatsoever be liable to you for any special, direct, indirect or consequential losses.

## **11.0 Your Cancellation rights**

11.1 Once you have accepted an Offer, you have a legal right to cancel the Contract at any time within 14 days of the date that you formally accepted your Offer.

11.2 In order to cancel the Contract, you must notify the institution in writing within the 14-day timescale. If the Institute has received payment from you under the Contract prior to the date of cancellation of the Contract, then the institution will provide you with a full refund of any payments received under this Contract minus an administrative fee (of £250) as soon as reasonably possible but in any event within 28 days of the institution receiving your cancellation request.

11.3 If you choose to cancel the Contract (and withdraw from your programme) in accordance with Clause 11.1 the institution will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

11.4 If you have been withdrawn from the institution, you will no longer be entitled to attend lectures, classes or seminars, use the institution's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the institution. To the extent that you are engaged in any procedures of the institution or Office of the Independent Adjudicator (OIA) associated with that withdrawal, you may be entitled to the support services offered by the Institute.

11.5 The institution also reserves the right to terminate the Contract and withdraw you from the institution:

- if, the Assessment Board determines that you have failed your programme;
- for non-payment of tuition-related debt, or for inadequate attendance or academic performance on your programme, in line with the information contained in your course handbook and with the relevant policies and procedures of the Institute;
- if you are considered to have breached the institution's discipline as outlined in the Students Handbook and disciplinary procedures;
- if, you are no longer able to demonstrate that you have a valid immigration status, if you have not complied with the conditions of your Tier 4 to carry out your studies or if, in the institution's reasonable opinion your acts or omissions could reasonably put the institution's Tier 4 Sponsor status at risk.

11.6 MIHE reserves the right to require a student to leave the Institute at any stage if a student does not fulfil the above requirements or violates any rules or procedures laid down in in the Institute's policies and procedures. If you do not act in accordance with the contract, or if you do not meet our expectation that you will maintain a good standard of conduct in line with the Institute's regulations, we may take disciplinary action against you. One of the possible outcomes of such an action is that your contract with us may be terminated resulting in your removal from your course or the admissions procedure.

11.7 The contractual relationship between the student and MIHE shall be governed by, and construed in accordance with, the laws of England and Wales.