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MONT ROSE® COLLEGE

Terms and Conditions

2023-25

Approved by: Academic/Quality Assurance Board

Date of approval: 18/05/2023

Effective date: 18/05/2023

Next review date: 30/05/2025

MONT ROSE COLLEGE®

TERMS AND CONDITIONS:

- For this contract, the terms `**the college**`, `**we**`, and `**our**` mean or refer to Mont Rose College of Management and Sciences, and the term `**you**` refers to an applicant.

- The purpose of these Terms and Conditions is to set out a contractual relationship between you and the College.

- The contract is made of:

    1. These Terms and Conditions
    2. The course description on our website https://mrcollege.ac.uk/courses/
    3. The Unconditional Offer letter (Offer)
    4. The College's Policies and Procedures, published on our website, student handbook and Moodle

- The College provides information about all courses content and structure to the applicant. You should read the course content and understand the course structure to ensure that they know all information before starting the course.

- By accepting the offer, you enter into a contract with the College. You enter into the contract even if the fees are paid on your behalf by a third party.

- Anyone providing false information on the application form will be withdrawn from the College even after the enrolment and will not get any refund.

- The College requires all its students to attend all lectures and classes; submit written course work, presentation, group work or exam when required; attend all tests and examinations, and work thoroughly throughout the programme.

- You are required to provide at least twenty four (24) hours advance notice either in writing to attendance@mrcollege.ac.uk or by phone on 02085565009. If, for any reason (other than medical or other emergencies), you are unable to attend the class as published on the timetable.

- We may suspend/withdraw you without a refund at any stage from a programme if you fail to achieve satisfactory attendance, fail to submit the coursework by the deadlines, commit fraud, act inappropriately, or fail to pay the tuition fee.

- The student has a right to submit a written request to the College for his/her personal data not to be used for media or promotional purposes. If such a request is not received, the College will have the right to use the student's name / or photograph for its publications and promotional material.

- As part of accepting these Terms and Conditions, you should refer to the College's *Fee Policy* and *Refunds and Compensation Policy* https://mrcollege.ac.uk/mrc-policy/ for full information.

- We reserve the right to change or alter the timetable and the composition of our teaching staff whenever the practicality of the situation requires us to do so.

- The College may decide to apply reasonable changes to the course delivery before or after the enrolment date. We advise you to refer to the *Student Protection Plan* https://mrcollege.ac.uk/student-protection-plan/

- We reserve the right to cancel any programme with four weeks' notice before the published commencement date of the programme, in which case any fees paid will be refunded in full.

- For programmes leading to qualifications awarded by external awarding bodies, students must agree to be bound by the relevant awarding body regulations and any subsequent amendments made to that from time to time.

- The College will collect and use your information following the principles set out in the College's Fair Processing Notice: https://mrcollege.ac.uk/hesa-fair-processing-notices/

- If you have a complaint, you should follow the College's Complaint Procedures available on our website https://mrcollege.ac.uk/mrc-policy/

- You have the right to cancel your contract within 14 days of the course start. The written course withdrawal form https://mrcollege.ac.uk/forms/ must be submitted to imran@mrcollege.ac.uk. The full refund of fees paid will be made within ten working days after receiving the withdrawal form. There will be no refund available if you fail to notify us in writing about this contract's cancellation within 14 days of your course start.

- We pay your awarding body course registration fees on your behalf. Suppose you decide to withdraw for any reason or the College withdraw you from the

course because of non-compliance with the policies and procedures, then you must reimburse the course registration fee made on your behalf to the awarding body. In this case, you must contact the Finance Department at accounts@mrcollege.ac.uk to arrange payment.

- By accepting these Terms and Conditions, you agree to comply with the College's policies and procedures as amended from time to time. These include the policies and regulations concerning your studies, conduct and behavior, including regulations relating to harassment, the use of IT facilities, health and safety and data protection requirements.

- If you have declared your disability/personal challenges either at the time of admission or after, you will follow welfare procedures/policy. We would also need to gain a written consent to share your information before proceeding further with your application to see if we can provide you with the required reasonable adjustments to make your learning at Mont Rose College comfortable.

- You will be part of the Student Union once you receive your unconditional offer.

- The College has a right to contact you after completing the course to register you with the MRC Alumni association.

Limitation of liability: THE STUDENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- Nothing in these terms and the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

  - death or personal injury caused by negligence;

  - fraud or fraudulent misrepresentation; and

  - Subject as above, the College's total liability to the student shall not exceed the limit of the Colleges insurance cover in place at the time of any incident. The College's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract.

- The following types of loss are wholly excluded:

    - Loss of use or corruption of computer software, data or information which results from linking to the College IT system unless that damage is caused by the Colleges gross negligence.

    - Indirect or consequential loss (which means any loss other than that directly caused by the action of the College e.g. if your computer is stolen, then the limit is for the cost of the actual computer and not to any loss caused by the thief accessing the contents which would be an indirect loss.

- Unless the student notifies the College that he/she intends to make a claim in respect of an event within the notice period, the College shall have no liability for that event. The notice period for an event shall start on the day on which the student became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. In some cases, we may be able to accept a complaint after the time limit. The student would have to include a compelling personal reason statement.

- In exceptional circumstances, we may be able to accept a complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

- This limitation of liability clause shall continue after the course or other connection with the College has ended and will also cover any claims brought after that time

- With these terms and conditions, you accept and understand that the College may take pictures/video of you during the college events, which may be used for marketing or publicity reasons.

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DECLARATION:

I confirm that I have read and understood the Terms and Conditions and the College's Policies and Procedures. I am acutely aware that failure to comply with the College's Policies and Procedures may lead to my admission at Mont Rose College of Management and Sciences being cancelled.