



STUDENT TERMS AND CONDITIONS

1. **Introduction – Who we are and the terms that apply to you**
 - 1.1 When you accept an offer of admission from the National Institute of Teaching, which is a trading name of the School-Led Development Trust, registered as a charity in England with charity number 1202423 (“**Institute**”) for the programme of your choice (“**Programme**”), a contractual relationship is established between you and the Institute (“**us**”) for your place on the Programme (“**Contract**”). You must read these Student Terms and Conditions in full and raise any questions with the Institute if there is any part you do not understand, using the following contact email: itt@niot.org.uk.
 - 1.2 The Institute and its Programmes are regulated by the Office for Students.
 - 1.3 As you will be aware, you can apply for Programmes on a Salaried Route or a Fee-Paying Route. If you are on a Salaried Route, you will be subject to an employment contract with your placement school. If you are on a Fee-Paying Route, you are not subject to an employment contract with the relevant placement school and you are responsible for the payment of your Tuition Fees. Certain provisions of these Student Terms and Conditions are stated to apply only to Programmes on a Salaried Route or a Fee-Paying Route.
 - 1.4 The Contract between you and us is comprised of the following documents:
 - a. these Student Terms and Conditions;
 - b. the information set out in the offer of admission issued by the Institute, the content of which will depend on whether your Programme is on a Salaried or Fee-Paying Route;
 - c. the material information relating to your Programme provided to you during the application process; and
 - d. the Institute’s Rules and Regulations (defined in section 2 below).
 - 1.5 As set out at section 1.3 above, if you are on a Salaried Route, you will also be subject to an employment contract with your placement school. The Institute does not bear any responsibility under this employment contract. If you perceive that there is any conflict between the provisions in your employment contract and the Contract with us, please contact us at itt@niot.org.uk so that we can clarify the position and/or liaise with your placement school to confirm which provision(s) apply.
2. **Rules and Regulations applicable to you**

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- 2.1 You agree to familiarise yourself with and abide by the Institute’s rules, regulations, policies, procedures and codes (collectively referred to as “**Rules and Regulations**”). These include but are not limited to Rules and Regulations relating to academic study; learning and assessment; conduct and discipline; Fitness to Study and Fitness to Practise. Such Rules and Regulations are available on the Institute’s website: [Our policies and procedures – The National Institute of Teaching](#).
- 2.2 You should familiarise yourself with these Rules and Regulations as breach of them may lead to the imposition of sanctions by the Institute, including termination of the Contract and the Institute withdrawing you from your Programme.
- 2.3 You will be made aware at the time at which we provide you with an offer of admission if your Programme is subject to our Fitness to Practise policies and procedures, which are available at: [Our policies and procedures – The National Institute of Teaching](#). These are drafted in keeping with guidance issued by the Department for Education relevant to the Programme. You will need to continue to satisfy the relevant Fitness to Practice requirements in order to continue to be registered on your Programme. Such Programmes have materials which detail the standards expected and provide other important information such as the procedures for appealing against a Fitness to Practise determination made by the Institute.
- 3. Requirements prior to your Programme starting and ways in which the Institute can suspend or end your participation on the Programme**
- 3.1 Before the start date of your Programme, you shall:
- comply with any conditions set out in the Institute’s offer of admission;
 - in accordance with the Department for Education’s statutory guidance on Keeping Children Safe in Education (KCSIE), be required to provide to us evidence of the results of an up-to-date enhanced level DBS disclosure with a children’s barred list check, provide two satisfactory references and complete all other vetting procedures; and
 - where necessary, obtain the correct visa which provides you with the right to work and study full time in the UK for the entire duration of the Programme.
- 3.2 During the time between you accepting an offer of admission and the start date of your Programme, the Institute may terminate the Contract and withdraw your place from the Programme immediately by written notice to you if:
- you fail to meet any of the conditions set out in your offer of admission;
 - it is discovered that you acted dishonestly, made false statements and/or omitted significant information in your application to the Institute;
 - it is decided by the Institute that any criminal convictions you may have are incompatible with study at the Institute;
 - you require a visa and/or right to work to participate on the Programme, you fail to provide documents to evidence your immigration status and eligibility to study on the

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- Programme and/or work or you lose eligibility to study and/or work in the UK; and/or
- e. we become aware of new or materially significant information which causes us to determine that it is inappropriate for you to study on the Programme. For example, if your behaviour contravenes our Rules and Regulations or, in our reasonable opinion, poses a significant risk to the health, safety and welfare of yourself or others (having first engaged with you regarding such behaviour).

If the Contract is terminated under this section and your place is withdrawn prior to the start date of your Programme then you will not be required to pay any Tuition Fees and any Tuition Fees paid in advance will be refunded.

- 3.3 Once your Programme has started, the Institute may temporarily suspend you from your Programme by notice to you in writing for the following reasons:

- a. an investigation is required under the Institute's Rules and Regulations following an allegation that you have breached the Institute's code of conduct and it is deemed as part of this investigation that a temporary suspension must be put in place;
- b. for any other reason specified in the Institute's Rules and Regulations;
- c. if you are on a Programme on a Fee-Paying Route, if you are absent from your Programme for 10 consecutive working days (i.e. Monday to Friday (inclusive), excluding bank holidays in England) and the Institute or your placement school is unable to contact you during this period;
- d. if you are on a fee-paying route and you have been withdrawn from your placement but you are still actively completing training, you will be able to continue on the Programme for 20 working days (i.e. Monday to Friday (inclusive), excluding bank holidays in England). If a placement is not in place following this period then you will be deemed to have been suspended until an appropriate placement can be arranged;
- e. if you are absent through sickness and this impacts your progress to the extent that you are not on trajectory to meet the Teacher's standards by the end of the Programme; and/or
- f. if you are on a Programme on a Fee-Paying Route, in accordance with section 4.5.

- 3.4 Once your Programme has started, the Institute may terminate the Contract and withdraw your place from the Programme immediately by notice to you in writing if:

- a. an investigation is required under the Institute's Rules and Regulations following an allegation that you have breached the code of conduct and it is deemed as part of this investigation that you must be withdrawn;
- b. it is the outcome of a Fitness to Study or Practice investigation that you are not fit to proceed on the Programme;
- c. for any reason specified in the Institute's Rules and Regulations;
- d. where you have been suspended in accordance with section 3.3c and the Institute or the placement school is still unable to contact you 10 working days (i.e. Monday to Friday (inclusive), excluding bank holidays in England) following your suspension;

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- e. you are on a Programme on a Fee-Paying Route, in accordance with section 4.5;
 - f. you fail to comply with section 9.1b;
 - g. you require a visa and/or right to work to participate on the Programme and you lose eligibility to study and/or work in the UK;
 - h. we become aware of new or materially significant information which causes us to determine that it is inappropriate for you to study on the Programme. For example, if we discover that you acted dishonestly, made false statements and/or omitted significant information in your application to the Institute or you become subject to an unspent conviction and we determine that you could, or are likely to, pose a significant risk to others if you continue on the Programme; and/or
 - i. the circumstances set out in section 12.8 arise.

If the Contract is terminated by us under this section, please refer to the details set out in our offer of admission with regard to any impact to your Tuition Fees.

4. Fees payable by you during the Programme

- 4.1 If your Programme is on a Fee-Paying Route, you are responsible for payment of your Tuition Fees. The Tuition Fees applicable to your Programme will be set out in your offer of admission (and are also set out in our prospectuses and online). Our normal payment terms are that Tuition Fees are paid in three instalments during the course of the academic year.
- 4.2 If the Government announces increases in the maximum tuition fees that can be charged in the UK prior to the start date of your Programme, we may seek to increase the Tuition Fees payable for your Programme to align these with any new Government cap if your Programme is eligible. Where we intend to increase Tuition Fees in this way, we will notify you in writing as soon as possible following any announcement by the Government together with details of the updated Tuition Fees. The Institute will not impose any other Tuition Fee increases or adjustments prior to or during the course of your Programme except as detailed in this section.
- 4.3 Failure to pay Tuition Fees when due may lead to the Institute applying interest on the overdue Tuition Fees from the due date until payment is made. Such interest, if applied by the Institute, will be at a rate of 4% a year above the Bank of England's base rate from time to time or at a rate of 4% a year for any period where the Bank of England's base rate is at 0% or below.
- 4.4 Where a Tuition Fee payment remains unpaid for over 30 days from the due date, the Institute may restrict your access to its services (such as suspending access to attend placements or lectures), which will remain in place until such time as the outstanding Tuition Fee payment is made. Where you remain in debt for Tuition Fees at the end of an academic year, unless exceptional circumstances apply, you will not be able to meet the Programme objectives and therefore we may not confirm your award of QTS to the Department for Education and/or formal confirmation of your award such as certificates or transcripts would usually be withheld. If you are on a part-time Programme we may also restrict you from

registering for a new academic year until such time as all outstanding Tuition Fees have been paid. As a result of a suspension under this clause if you are unable to attend placement or lectures this will be counted as an absence and may impact on your ability to meet Programme objectives. Non-payment of Tuition Fees that result in you being unable to meet Programme objectives may affect your ability to take up a teaching post.

4.5 The Institute may also terminate the Contract and withdraw you from your Programme where Tuition Fees continue to remain unpaid for more than 14 days following restrictions being put in place due to non-payment.

4.6 The Institute will in all cases seek to adopt proportionate approaches to the restrictions it applies for the late payment of Tuition Fees and will review all circumstances surrounding outstanding Tuition Fee debts before making a decision to apply such restrictions.

5. Funding, Bursaries and Scholarships

5.1 This section 5 only applies where you are in receipt of a scholarship or bursary.

5.2 You must ensure that you submit all relevant information/applications (if required) and provide evidence to the Institute that you meet the criteria to be eligible for such funding.

5.3 The Institute will follow the guidelines as set out in the Initial Teacher Training Bursaries Funding Manual published by the Department for Education for the relevant academic year (accessible on the gov.uk website) when determining eligibility, payments and the impact of deferral/interruption or withdrawal.

5.4 Any failure to engage fully with the Programme and all associated elements thereof may affect the funding, bursary payments or scholarship. Any overpayments made to you as a result of this will be required to be paid back to the Institute in full.

5.5 Withdrawal (whether instigated by you or us) or deferral/interruption from the chosen Programme may result in funding/bursary/scholarship payments being terminated or suspended depending on the funding requirements in line with the Department for Education's funding rules. In such cases, you may be liable to repay any overpayment of scholarship or bursary funding that you are not entitled to.

6. Accommodation

You will be responsible for making your own arrangements for accommodation (if necessary) and insurance of your personal belongings for the duration of your Programme.

7. International students

The Institute cannot provide any sponsorship for your visa. You are responsible for obtaining an appropriate visa, right to work or any other required permissions to enter, study or work in the UK and for complying fully with all conditions attaching to such permissions. You must have the right to work full-time in the UK for the entire duration of

your Programme and you will not be able to start the Programme without this. The Contract will be terminated by the Institute in accordance with section 3.2 if you do not have the relevant right to work full-time in the UK before your Programme start date. If your permission expires during your Programme and you no longer have valid leave to remain in the UK, the right to work or if you breach the terms of your visa, the Institute may be required to inform UK Visas and Immigration and may require you to leave your Programme in accordance with section 3.4.

8. Students with disabilities

If you have a disability you are encouraged to disclose this early so that support and/or adjustments can be considered in an effective and timely manner. Please note that we may need to share any information you disclose about your disability with our partners or placement schools in order to provide reasonable adjustments and meet our obligations under the Equality Act 2010. Information on how we process your personal data can be found within our privacy notices: [Privacy Notice for candidates – The National Institute of Teaching](#)

9. Your general obligations during a Programme

9.1 You agree as part of the Contract:

- a. to participate fully in your Programme. Such participation includes, but is not limited to, attendance at your placement school(s), taking part in any training and undertaking assessment within set deadlines;
- b. during the Programme, adhere to the standards listed in the most recent version of Keeping Children Safe in Education (KCSiE) published by the Department for Education and the professional standards expected of students as outlined in the NIoT code of conduct (as detailed in the Trainee and Apprentice Programme Handbook) and Part 2 of the Personal and Professional Conduct of the Teachers' Standards;
- c. to follow the Institute and any applicable placement school absence reporting procedures if you have an unplanned absence or wish to request an absence during term in line with the Trainee and Apprentice Handbook for your Programme. This includes the specific sickness and absence terms set out in your offer of admission applicable to your Programme;
- d. not seek to obtain, or assist another student in obtaining, an unfair advantage over other students in relation to their programme of study, in accordance with the Institute's Rules and Regulations;
- e. that when undertaking placement activities you will attend on time, plan and deliver lessons in line with the Institute's expectations and respond appropriately to feedback from school mentors, tutors and Institute staff;
- f. to ensure that there is no plagiarism or falsification of documents relating to reviews of evidence that go towards the recommendation of your work; and
- g. to submit your work to Turnitin UK as requested to assist you in your learning but to also act as a plagiarism detective service when required to do so by the Institute.

You authorise the Institute and third parties authorised by the Institute to make and to retain copies of such work in order to assess it for originality and to compare it at a later date with future submissions.

9.2 You agree that you shall not communicate / disclose the contents of any documents or meetings relating to the Institute or placement schools to anyone else unless you are permitted or required to do so by law or have been given prior authorisation by the Institute or the placement school to do so. Similarly, during the Programme and after it has finished, you shall not disclose or use any confidential information relating to the business or affairs of the Institute or a placement school unless permitted or required to do so by law or have been given prior authorisation by the Institute or the placement school to do so. Any unauthorised communications / disclosures may be investigated by the Institute in accordance with our Rules and Regulations.

9.3 If during the Programme, you are arrested, or summonsed for an offence or receive a conviction, a binding over order or a warning given by a police force you are required to inform the Institute of this fact immediately. Such information will be treated in confidence, so far as this is consistent with the safety of children and compliance with statutory child protection procedures.

9.4 Due to the nature of our Programmes, any outside employment over and above the school placements required as part of your Programme, either paid or unpaid (excluding volunteering), must not, in the Institute's reasonable opinion, conflict or be inconsistent with the Institute's interests or in any way weaken public confidence in the conduct of the Institute or any placement school.

9.5 It is a requirement of your place on a Programme that you notify the Institute of any actual or proposed simultaneous employment with another employer and gain the prior consent of the Institute to such employment. Such consent will not be unreasonably withheld but the Institute will need to consider whether such employment or activity would impact negatively on your capacity to fulfil the requirements of the Programme. If you are in receipt of a bursary / scholarship in relation to your Programme, you should also check that there are no restrictions in the terms of your bursary / scholarship that restrict you from other employment.

10. Digital Platform

10.1 As part of your Programme materials, you will be provided with access to the Institute's learning system (referred to as the "**Digital Platform**"), this system will allow you to access curriculum materials and share and evidence your attainment and progress across the curriculum and relevant teachers standards, this platform will be made available to you at the start of your Programme. Once your access to the Digital Platform is removed, all content you may have added to the Digital Platform will be removed.

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- 10.2 You will be permitted to download content (i.e., resources, files and videos) from the Digital Platform to your computer for your use as necessary in relation to your Programme.
- 10.3 You must comply with the Institute's Acceptable Use Policy when using the Digital Platform. You must also ensure that your use is fair, genuine and reasonable in line with your needs and you do not attempt to gain unauthorised access to our computer systems or materials, share your password or other personal information associated with your use of the Digital Platform with anyone else, cause damage or disruption to any part of the Digital Platform, to any equipment or network on which the Digital Platform is stored (nor any software used in the provision of the Digital Platform), use the Digital Platform or content in a way that violates applicable law, third party intellectual property rights or in a way that is fraudulent, obscene, offensive, harmful or defamatory.
- 10.4 We own all intellectual property rights (as defined in section 14.1) in the Digital Platform. The ownership of any intellectual property rights you may create using the Digital Platform will be owned in accordance with section 14.

11. How you may cancel or withdraw from a Programme

Within the 'cooling-off' period

- 11.1 Your acceptance of an offer of admission is subject to a 14-day 'cooling-off' period. This 'cooling-off' period starts from the date the Contract is formed (i.e. the date from which you accept an offer of admission from the Institute). During the 'cooling-off' period you may withdraw from the Programme without any charge.
- 11.2 If you wish to cancel within the cooling-off period, please let us know. You may email us at ittrecruitment@niot.org.uk to let us know you wish to cancel. Any communication that you wish to cancel the Contract / your place on the Programme should be received by us within the cooling off period.

Cancelling or withdrawing at any other time

- 11.3 If you wish to cancel or withdraw from a Programme outside of the 'cooling-off' period you must notify the Institute in writing to the relevant email address provided by the Institute for the specific purpose. Where a specific email is not stated or where you are unsure of the relevant email it can be addressed to itt@niot.org.uk
- 11.4 The cancellation will be effective from the date the Institute has received written notification that you wish to withdraw from your Programme.
- 11.5 If you are on a Programme on a Fee-Paying Route, if you cancel/withdraw other than in a circumstance where the Institute has agreed you may do so without liability, any Tuition Fee consequences are as set out in the terms set out in our offer of admission.

12. Deferrals to your Programme

- 12.1 You are entitled to apply for a deferral (i.e. a temporary pause from your Programme with the intention of returning to the Programme on a later date) in exceptional circumstances. For example, due to sickness, a close family member's sickness, a close family member's

bereavement, maternity/paternity leave or another exceptional reason. Deferrals are granted entirely at the Institute's discretion.

- 12.2 If you wish to defer your place on a Programme you must contact us as soon as possible. We will ask you to complete a deferral form with the reasons for deferral and may ask you to provide supporting evidence, where applicable. You should contact us via email to the relevant email address provided by the Institute for this specific purpose, as soon as possible. Where a specific email is not stated or where you are unsure of the relevant email it can be addressed to itt@niot.org.uk
- 12.3 If your deferral is approved, you will be notified in writing via email. The deferment will extend the Programme completion date by the period of agreed deferment. You will be liable to pay Tuition Fees for the period that you have been enrolled on the Programme up to the point your deferral was approved in line with the terms set out in your offer of admission.
- 12.4 A deferral can only be granted for a maximum period as set out in the Institute's Academic Regulations.
- 12.5 If you defer, the Institute will endeavour to maintain the same school placement on your return but there will be occasions in which the placement may need to be changed.
- 12.6 If you decide not to return to the Programme during/after the period of deferment, you must notify us of this in writing, via email to the relevant email address provided by the Institute for the specific purpose, as soon as possible. Where a specific email is not stated or where you are unsure of the relevant email it can be addressed to itt@niot.org.uk
- 12.7 Re-engaging with the Programme, after the deferral period, should be at the point the deferral was taken from. For example, if you defer at the end of the Spring term, you will usually return to Programme at the start of the Summer term, within the next year.
- 12.8 When re-engaging with the Programme, you must engage with the Institute to complete all relevant DBS or onboarding checks and provide evidence as required by the Institute to ensure that you are able to meet the necessary requirements to resume your Programme. If you fail to engage with the Institute in this regard or the results of any DBS or onboarding checks are not satisfactory to re-engage with the Programme then the Institute may terminate the Contract and withdraw your place from the Programme immediately by notice to you in writing.
- 12.9 After your period of deferral, if you wish to repeat any part of the Programme that had been covered up to the date of your deferral, you will be liable to pay a charge up to an amount equal to the proportion of the Programme you are seeking to repeat. This charge will be calculated based on the number of terms you wish to repeat. Accordingly, the charge would be calculated based on the full Tuition Fees for the Programme for the academic year and divided by three to determine the amount payable for the term you wish to repeat.

13. Transfers of your Programme

- 13.1 You cannot transfer your place on the Programme to any other person under any circumstances.

13.2 You may only transfer your place from one of our Programmes to another with prior permission from us. Any application to transfer to another Programme or between full time or part time study will be considered on a case-by-case basis and will depend on the type of Programme that you wish to transfer from and to and with consideration for any Tuition Fee, funding or bursary/scholarship implications that may apply.

13.3 You must submit any application to transfer from one Programme to another to us in writing to the relevant email address provided by the Institute for the specific purpose, where one is not stated or where you are unsure of the relevant email it can be addressed to itt@niot.org.uk.

14. Intellectual property rights

14.1 Intellectual property is an umbrella term used for a wide range of creative works such as literary and artistic works, inventions, designs, symbols, names and images. It is protected at law by copyright, patents, design rights and trade marks. Some rights need to be registered whereas other rights arise as a matter of law. The owner of the intellectual property rights in a creative work controls its use, is entitled to receive recognition and/or financial benefit from it and is able to prevent unauthorised use of it by third parties.

14.2 You will own the intellectual property rights in any works created by you as part of or in connection with your Programme, except:

- a. **where intellectual property rights are created in works arising from a project funded by the Institute.** In this circumstance, the ownership of the intellectual property rights in the works would be in accordance the terms and conditions of the relevant project but usually the position would be that the Institute owns all intellectual property rights in works created by you arising from the project and any intellectual property rights that are owned by you as a matter of law would be assigned (i.e. transferred) to the Institute;
- b. **where intellectual property rights are created in works which make more than incidental use of the Institute's resources.** In this case such intellectual property rights will be owned by the Institute. Intellectual property will not generally be considered to have been created with more than incidental use of the Institute's resources where an insignificant amount of the Institute's resources have been used (such as the Institute's or its partners' office space, library and other general information sources and standard office equipment);
- c. **where works contain intellectual property rights belonging to another party (such as the Institute or another third party).** The rights belonging to the other party will continue to be owned by the other party;
- d. **where you are on a Programme on a Fee-Paying Route and intellectual property rights are created in works made in the course of or pursuant to your school placement.** In such circumstances the intellectual property rights would normally be owned by the relevant school. You may be required to assign any intellectual property ownership rights in works created in the course of or pursuant to your school placement during the course of your Programme to the relevant school or to

the Institute (to then assign to the relevant school); and/or

- e. **where you are on a Programme on a Salaried Route and intellectual property rights are created in works made in the course of or pursuant to your employment at your placement school**, your placement school will normally own such intellectual property rights as a matter of law (unless your employment contract says otherwise). We strongly recommend that you read and understand your employment contract in this regard and speak to your employer school if you have any questions.

14.3 Where you create and own intellectual property rights in works created as part of or in connection with your Programme, you agree to grant the Institute an irrevocable, non-exclusive, worldwide, royalty free, sublicensable licence to retain, use, copy and make available (in hard copy or electronic format) such intellectual property rights for academic, research, education, publicity, charitable and/or administrative purposes during the course of your Programme with effect from the date of creation of the works. You also agree that the right for us to retain, use, copy and make available such intellectual property rights in works created as part of or in connection with your Programme will remain in place for a duration of 5 years from the date on which your Programme ends in order for us to comply with our obligations to hold assessed works for such period after your Programme ends.

15. Events Outside of Our Control

15.1 The Institute will do all that it reasonably can to provide you with the educational services and other services and facilities as described in the material information on the Institute's website or other documents issued.

15.2 Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the Institute which could not have been prevented even if the Institute had taken reasonable care ("**Events Outside of Our Control**") may mean that we cannot provide such educational and other services and facilities as described. The Institute shall not be liable to you for the impact of Events Outside of Our Control. Such Events Outside of Our Control include:

- a. terrorism, war or national emergencies;
- b. pandemics or epidemics;
- c. fire or flood;
- d. severe weather conditions;
- e. natural disasters;
- f. political or civil unrest;
- g. power failure;
- h. the acts or delays of any governmental or local authority;
- i. industrial action by third parties (i.e parties who are not Institute staff or other individuals engaged by the Institute);
- j. legal or regulatory changes, including changes to government guidance; and/or
- k. withdrawal by any government or local authority of any necessary licence.

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- 15.3 Where Events Outside of Our Control occur, the Institute will notify you that the events have occurred and will take all reasonable steps to minimise the resulting disruption to affected students, by, for example:
- a. offering affected students the chance to move to another Programme where reasonably possible;
 - b. deferring the start date for the Programme;
 - c. delivering the Programme in a different way, from another location or online, or at another time;
 - d. delivering a modified version of the same Programme; and/or
 - e. assisting students to transfer to complete the Programme at another UK institution.

Section 16 below sets out the further details of the changes that we may make to the Institute and/or the Programme (including where these changes need to be made as a result of Events Outside of Our Control) and provides further detail as to how we will communicate such changes to you and how we will seek to remedy the situation if you are unhappy with the change.

16. Changes

Cancellation of a Programme

- 16.1 We are committed to offering high-quality Programmes that meet the needs of all our students and we will do everything we can to avoid cancellation. On rare occasions, circumstances may arise which result in the need to cancel a Programme. These circumstances are likely to be limited to the following reasons:
- a. there is insufficient student interest to make it economically viable for us to deliver the Programme;
 - b. the Programme cannot be run due to academic, regulatory or legal reasons; and/or
 - c. due to an Event Outside of Our Control.
- 16.2 If a Programme needs to be cancelled in accordance with section 16.1 above, if such circumstance occurs:
- a. **at the point at which you hold an offer for a Programme or have accepted a place on a Programme**, we will notify you of the cancellation as soon as possible and provide you with the reason for the cancellation. We will endeavour to offer you a place on an alternative Programme ran by us which aligns as closely as possible to the cancelled Programme, or, if that is not possible, support you with finding a programme with an alternative education provider. You may also be entitled to compensation in line with our [Refund and Compensation Statement](#); or
 - b. **after the Programme has started**. In almost every case, where we are legally obliged to do so, we will continue to teach out the Programme so that it can be completed as

planned. If it is not possible to teach out the Programme, we will notify you as soon as possible, provide you with the reasons for the cancellation and work closely with you to mitigate any adverse consequence to you as far as possible. For example, we may merge the cancelled Programme with another Programme provided by the Institute, assist you with transferring to another Programme provided by the Institute or assist you in transferring to an alternative education provider. You may also be entitled to compensation in line with our [Refund and Compensation Statement](#).

Rescheduling Programmes

16.3 We may also need to reschedule a Programme (for example, we may need to make changes to term dates). Different Programmes may have different term dates. You will usually be informed about the term dates for your Programme at the start of your Programme. We seek to limit any changes to term dates, although if it becomes necessary (for example, because we have had to make changes to the method of delivery of your Programme is accordance with section 16.5(d) below):

- a. we will notify you as soon as possible, including details of the aspect of the Programme that is being rescheduled; and
- b. discuss with you the available options and any concerns raised regarding the rescheduling (including your ability to make a complaint if you are not happy with the way in which we handle your concerns).

16.4 If we change the term dates for a Programme before the Programme start date, and you are unable to meet the new term dates, you may withdraw from the Programme without penalty and we will refund you any fees and charges you may have paid for the Programme in advance.

Other changes

16.5 The Institute will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your chosen Programme in accordance with the descriptions applied to it for the academic year in which you begin the Programme and in accordance with the [Institute's Student Protection Plan](#). However, the Institute may need to make reasonable changes to the Programme or to related educational and other services and facilities where that will enable the Institute to deliver a better quality of educational experience.

16.6 Changes may therefore be made either before or after the Programme starts to:

- a. **our Rules and Regulations.** We may update our Rules and Regulations from time to time in order to ensure that they are fit for purpose, safeguard academic standards, are in line with legal and regulatory requirements and reflect best practice. Changes are usually made in respect to student or staff feedback and national and governmental external requirements.

Changes that we make are usually either minor in terms of student impact or are made in the students' interests (or both). Changes will normally come into effect at the beginning an academic year, although changes may need to be made during an academic year where the Institute reasonably considers it to be in the interests of students or it is required by law.

In the event of a change to Rules and Regulations prior to the start of the academic year, we will make these available to you at the start of the academic year at the latest. For more significant changes we will consider additional measures to minimise the impact to students, including by phasing in the changes, if appropriate. In the first instance, we recommend that you contact the Registry at registry@niot.org.uk if you have any queries or concerns on the change and if your queries or concerns are not resolved in this way then you may wish to raise a formal complaint in line with our [ITE Complaints Policy](#).

- b. **the content and syllabus of Programmes.** We may make changes to Programmes every academic year, which are usually minor and are usually to maintain our academic standards, as a result of feedback or to update our content / syllabus in line with best practice. All Programme approvals and modifications must be approved by the Institute's Academic Board.

If any material changes are made to the content and syllabus of your Programme prior to your Programme starting, we will update the relevant Programme pages on our website and inform you of these changes as soon as possible. If changes need to be made during an academic year, we will consult with you on any material changes and in all cases we would update the relevant Programme pages on our website and notify you of the change as soon as possible. If you have concerns regarding the change that cannot be resolved informally you may wish to raise a formal complaint in line with our ITE Complaints Policy.

placements We may need to make changes to this element of our Programmes (e.g. changing elements of the activity, replacing the activity or cancelling the activity) for reasons such as: (a) a school cancelling its placement arrangements with the Institute (b) a risk assessment carried out by the Institute identifies a significant risk to you / others if the activity was carried out, (c) an Event Outside of our Control. Any changes will be limited to those reasonably necessary. We will do our best to offer a suitable alternative in the event an activity needs to be cancelled and seek to ensure that the intended learning outcomes of the alternative activity are the same as, or substantially similar to, the original activity.

In the event of a change, we would inform you as soon as possible and

discuss the options available to you. If you have concerns regarding the change that cannot be resolved informally you may wish to raise a formal complaint in line with our ITE Complaints Policy.

- c. **changes to the number of training sessions, the method of delivery of Programmes or assessment methods.** Changes may be made to improve the delivery of Programmes (for example, in response to student feedback or to reflect best practice). Where this is the case, we will usually make such changes at the beginning of an academic year. We might also need to make changes where needed in order to continue to provide you with educational services. For example, to mitigate the impact of an Event Outside of Our Control, we may need to move training to an alternative location or to amend aspects of our Programmes' content.

In the event of a change, we will let you know as soon as possible, including the reason for the change and a description of what is changing. We will aim to provide you with at least an equivalent quality of experience as the original method of delivery. In the first instance, we recommend that you contact registry@niot.org.uk if you have any queries or concerns on the change and if your queries or concerns are not resolved in this way then you may wish to raise a formal complaint in line with our ITE Complaints Policy.

- d. **members of the Institute's staff.** During the course of your Programme, there may be changes in respect of teaching staff at the Institute. For example, staff may be on sick or personal leave or may leave the Institute entirely. The Institute is aware of this risk and has procedures in place to ensure that any change in teaching staff does not cause any detriment to you (e.g. by ensuring that a member of staff with the necessary level of knowledge and experience is available to teach your Programme, appropriate records are maintained by our teaching staff so that there is minimal disruption to students in the event of a necessary handover and seeking to ensure vacancies are filled as soon as possible).

In the event of a change, we will let you know as soon as possible. If you have concerns regarding the change that cannot be resolved informally you may wish to raise a formal complaint in line with our ITE Complaints Policy

- e. **facilities.** It may be necessary in the circumstances of an Event Outside of Our Control, such as a flood within a training building, to re-locate your Programme to an alternative location entirely. If appropriate, we may deem it less intrusive to you to change the method of the delivery of your Programme to online learning for the duration of the Event Outside of Our Control in accordance with paragraph (d) above. In this event, we would notify you as soon as possible. We would seek to re-locate you as close to your usual location as possible.

16.7 In addition to the steps we take above to minimise the impact of changes, where necessary we will also work with you to ensure that you are able to evaluate all your options. This may include helping you to find alternative Programmes with us, or alternative programmes with other education providers, if you are unhappy with a change. Whilst our focus is to ensure the continuity of the supply of education, we will consider payment of refunds or compensation where that is not possible or whether we consider the circumstances otherwise justify it in line with our Refund and Compensation Statement. We consider, on a case-by-case basis, paying (for example) reasonable travel, maintenance and/or tuition fee costs associated with transfer to another provider.

16.8 **Changes to these Student Terms and Conditions.** It may also be necessary to make changes to these Student Terms and Conditions. We may need to make changes in order to comply with consumer or any other applicable law, to comply with the requirements of our regulators (i.e. the Office for Students) and/or to reflect best practice. The changes will generally be minor, made in your interests or both. We will try to make any changes to these Student Terms and Conditions at the beginning of an academic year although we may be required to make changes mid-year (such as where we need to make the changes to comply with consumer law or due to requirements from our regulators). If we make changes to these Student Terms and Conditions, we will notify you as soon as possible.

Whilst any changes will usually be minor and/or in your interests, if you do have concerns regarding any change, please contact registry@niot.org.uk. If your queries or concerns are not resolved in this way then you may wish to raise a formal complaint in line with our ITE Complaints Policy.

17. Our liability to you

17.1 The Institute does not exclude or limit in any way its liability for:

- a. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; and/or
- b. fraud or fraudulent misrepresentation.

17.2 We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of this Contract or if we fail to carry out our obligations under this Contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control (for example, another student, any person who is not an employee, sub-contractor or authorised representative of the Institute, if you are on a Programme on a Salaried Route, your employer school or any other third party).

17.3 We will not be liable for loss or damage which was not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of this Contract or if they were contemplated by us at the time we entered into this Contract.

18. Communications with the Institute and notices

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- 18.1 The Institute will provide you with a National Institute of Teaching e-mail account for the duration of your Programme and will use this when communicating with you by e-mail.
- 18.2 Any notice to be given to the Institute by you under or in connection with these terms shall be deemed to have been properly served if sent by email to the relevant email address provided by the Institute for the specific purpose as set out or as directed to in these Students Terms and Conditions and in all other cases where one is not stated, to registry@niot.org.uk.
- 19. How we use your personal data**
- 19.1 The Institute is the data controller of any personal information you provide to us. We process that information in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and in line with our Privacy Notices.
- 19.2 We will process your personal data only for the following purposes:
- a. to provide you with the Programme;
 - b. to process payments; and
 - c. to send you information about similar services, where you have opted in.
- 19.3 Full details of your rights, including the rights of access, rectification, erasure, restriction, data portability, and objection, are set out in our Privacy Notice for Candidates.
- 19.4 We will only share your personal data with other organisations where it is necessary for one or more of the purposes listed in section 19.2.
- 19.5 If we share your personal data with other organisations, we will ensure appropriate data protection measures are in place. This may include but is not limited to: reviewing the organisation's data protection policies, entering into a data sharing agreement, or conducting a Data Protection Impact Assessment (DPIA).
- 19.6 Further details about how we collect, use, and protect your personal information can be found in our Privacy Notice for Candidates.
- 19.7 We may also disclose your personal information where required to do so by law, regulation, or in response to a valid request from a government or regulatory body.
- 19.8 The Institute and your placement school(s) collects and processes personal data relating to its students and does so in accordance with its legal obligations under applicable data protection law. The Institute and placement schools are committed to being transparent about how it collects and uses that data and to meeting its data protection obligations. The Institute and your placement school(s) takes its responsibilities under data protection seriously. Your placement school will be able to provide you with further details as to how they may process your personal data.

20. If things go wrong and how to make a complaint

- 20.1 Complaints about the Institute are made through the ITE Complaints Policy available from: [Our policies and procedures – The National Institute of Teaching](#). This procedure has been devised to help to resolve any student complaints as promptly, fairly and amicably as possible.
- 20.2 If you remain dissatisfied after following the ITE Complaints Policy to completion, you have the right to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review the complaint should the complaint be eligible for review under its rules.
- 20.3 The Institute may take action against you under its Rules and Regulations, if you do not act in accordance with the terms set out in the Contract or with any other of the Institute's Rules and Regulations in force at any given time. You agree that in line with the relevant policy and procedure if necessary relevant staff will be advised of the outcome. One of the possible outcomes of our Rules and Regulations is that your place on a Programme may be terminated in accordance with section 3.

21. General

- 21.1 The Contract is only enforceable by you and the Institute. No other person shall have any rights in connection with the Contract.
- 21.2 If any part of the Contract becomes illegal or invalid, the parts of the Contract which are not illegal or invalid shall remain in force.
- 21.3 Failure or delay of either you or the Institute to enforce any part of the Contract shall not affect either of our rights to enforce the same part later (or on a separate occasion) or the rest of the Contract.
- 21.4 The Contract is governed and construed in accordance with English law and any legal claims or proceedings in respect of the Contract must be brought in the English courts. However, if you live in Wales, Scotland or Northern Ireland, you can also bring claims or proceedings against us in the courts of the country you live in. We can also bring claims or proceedings against you in the courts of the country you live in.