

Terms and Conditions of studying at UCEN Manchester

We like to be transparent and trustworthy in all our communications. To make things simple and clear, please read the Terms and Conditions below before applying, accepting your offer and enrolling on a course.

This is important as the Terms and Conditions form part of your contract with us here at UCEN Manchester. Under the contract, we as UCEN Manchester are agreeing to provide educational services and the appropriate facilities for you to study and you are agreeing to progress those studies here at UCEN Manchester. Helping you achieve your aims relies upon a strong partnership between you and all the team here at UCEN Manchester. Underpinning our partnership are a number of policies, regulations and procedures for students that are referred to in these Terms and Conditions to support you in every year of your studies with us.

Please contact UCEN Manchester for clarification if there is anything in these terms that you do not understand.

1 **Definitions**

In these terms:

"UCEN Manchester", "we", "us" and "our" refers to the LTE Group trading as UCEN Manchester, Ashton Old Road, Openshaw, Manchester, M11 2WH.

"You" and "your" refers to you the student or applicant.

"Contract" means the Contract formed between you and UCEN Manchester incorporating these terms and conditions.

"Course or programme" means a course or programme of study.

"Intellectual Property" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to issue court proceedings for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2 **Legal framework**

UCEN Manchester operates within a framework of laws which can apply to it in certain circumstances, for example:

- 2.1 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.
- 2.2 The Education (No. 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of UCEN Manchester and for visiting speakers.
- 2.3 The Counter-Terrorism and Security Act 2015, which contains provisions requiring certain bodies to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has "the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism".
- 2.4 The General Data Protection Regulation and the Data Protection Act 2018, which set out the principles on which individuals' personal data may be processed.
- 2.5 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers' interests, which can include the interests of students and applicants.

These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

3 **Accuracy of information we provide about your course**

- 3.1 UCEN Manchester makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study at UCEN Manchester. Occasionally it may be necessary to update a prospectus or course page, due to legal or regulatory changes, legitimate staffing, financial, regulatory or academic reasons. Such changes will only apply to students who are already enrolled on the course or have accepted it as a firm choice in UCAS if the change was required due to a change of law or regulation. In all other circumstances, such changes will only apply to students who enrolled after the change was made. UCEN Manchester will endeavour to keep any changes to such information to a minimum and to keep students appropriately informed. Please ensure that you check your course information on our website at the time you apply.

4 **Accuracy of information you provide**

4.1 It is also important that you provide accurate information in your application to study at UCEN Manchester. If it is later found that your application contains false, misleading or incomplete information, then we may withdraw any offer to study at UCEN Manchester and if necessary, terminate the contract between you and UCEN Manchester. If you disagree with any decision made by UCEN Manchester about this, you will have 14 days from notification of the withdrawal of the offer or withdrawal from the course to ask the Head of Planning & Administration who will appoint an Investigation Lead to review the decision in accordance with UCEN Manchester Complaints policy. You will need to provide the Head of Planning & Administration with any evidence in support explaining why you think the decision was wrong.

5 **Applicants and disabled students**

5.1 UCEN Manchester welcomes applications from prospective students with disabilities. Students with any kind of disability are encouraged to notify UCEN Manchester at the earliest opportunity so that any appropriate support arrangements can be provided. We recommend that you contact the Specialist Support Services so that they can help advise you and notify the relevant contacts at UCEN Manchester as appropriate.

6 **Your agreement to comply with UCEN Manchester's regulations, policies and procedures**

6.2 6.1 UCEN Manchester's regulations and policies can be found here:

<https://www.ucenmanchester.ac.uk/about/policies>

The course information can be found here: <https://www.ucenmanchester.ac.uk/courses>

6.3 in our policies and regulations, there are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of UCEN Manchester's academic community. A summary of how these principles apply can be found in the UCEN Manchester Academic Regulations or the regulations of the University or provider of the awarding qualification.

6.4 These regulations and course information include the Academic Regulations of the awarding University/provider and those of UCEN Manchester which set out:

6.5.1 The awards that UCEN Manchester delivers (different types of degree and other awards);

6.5.2 The requirements of approved programmes of study, including the

circumstances and conditions under which UCEN Manchester may allow a period of study to be interrupted where a student is ill or has another adequate reason;

- 6.5.3 The authority of the validating University/provider to make degree and/or other awards and to revoke such awards;
- 6.5.4 The general entrance requirements, which specify conditions for admission to UCEN Manchester. As well as academic requirements, these include matters such as:
 - (i) the requirement to provide satisfactory criminal records checks where appropriate. It is your responsibility to ensure that all necessary declarations are made to UCEN Manchester during the admission process and during the period of study. The entry criteria contained in the course information can be found here: [Course information](#)
 - (ii) where required, to ensure that an appropriate visa is in place and that you have complied with the requirements of the UK immigration authorities;
 - (iii) proficiency in English (including a requirement to provide certificated proof of competence in English).
- 6.5.5 Arrangements for credit transfers and recognition of previous study;
- 6.5.6 Requirements that students must comply with to enrol annually during their course;
- 6.5.7 The power to terminate a student's registration, or possible disciplinary action if as an applicant they provided untrue or inaccurate information on admission;
- 6.5.8 The power to terminate a student's registration without liability for:
 - (i) failure to comply with requests for information, to make declarations, and/or to meet specific requirements of your course;
 - (ii) breach of the Behaviour Support and Disciplinary Policy;
 - (iii) failing to meet the required standard for students' performance for the course in accordance with the Regulations of the

awarding University/provider, including any appeal process, following the standard assessment processes. This includes but is not limited to unsatisfactory standard of work, failure to meet specified attendance requirements, failure to submit coursework, failure to complete assessments and/or meet course deadlines, failure to complete any mandatory placement of a course, or failure to adhere to any professional standards for training purposes;

- (iv) failure to pay any tuition fees by the due date specified by UCEN Manchester. This includes where you have an agreement with a third party for them to pay your tuition fees on your behalf as you are contractually responsible for payment of fees.

6.5.9 UCEN Manchester Academic Regulations and our partner awarding University's provide Academic Appeal Regulations which set out the limited grounds on which decisions of assessment boards or examiners may be challenged, and the possibility of further pursuing a complaint to the Office of the Independent Adjudicator for Higher Education.

If you are dissatisfied with the final decision on your appeal you may be able to take your case to the Office of the Independent Adjudicator, provided that it is eligible under its rules. You should check out the OIA rules and timescales for contacting the OIA on their website at <http://www.oiahe.org.uk/>.

6.6 The Regulations and policies listed in clause 6.1 include:

- 6.6.1 Attendance, absence reporting and requirements about keeping in contact with UCEN Manchester.

Attendance and Punctuality Policy

- 6.6.2 Requirements for paying tuition fees, dates for payment of fees and what happens if fees are not paid, **which may result in a student not graduating or not being entered for examinations or assessments or not being allowed to reenrol, or being withdrawn.**

Tuition Fee Policy

- 6.6.3 Powers to suspend or exclude students, for example for a breach of UCEN Manchester's misconduct or health and safety regulations.

Student Disciplinary Policy

Code of Practice on Freedom of Speech and Expression

- 6.6.4 Requirements on students following any course which requires a Disclosure and Barring Service check as a condition of enrolment to also provide written notification of any subsequent criminal convictions during their time as a student.

Disclosure and Barring Service (DBS) Checks for Learners Policy and Procedure

- 6.6.5 The Academic Regulations of the awarding University/partner and UCEN Manchester policies and regulations **permit a student's registration to be suspended or even terminated where the grounds specified in the regulations are met. The grounds include those listed in clause 6.5.8.** The regulations also set out provisions for appealing and complaining to the Office of the Independent Adjudicator as outlined in clause 6.5.9.

[Link to degree course policies of awarding Universities/partners](#)

- 6.6.6 The [Complaints Policy](#) explains the procedures which students should use if they have a complaint, which includes applicable time limits for lodging and responding to complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints). The policy also sets out provisions for appealing and referral of complaints to the Office of the Independent Adjudicator, which is an independent scheme for the review of student complaints.
- 6.7 Student Information and Communication Technology Acceptable Use Policy which applies to anyone using UCEN Manchester's library, IT services or facilities. **Breach of these regulations may be a disciplinary matter** under UCEN Manchester's [Student Risk and Disciplinary Policy](#).
- 6.8 The **Academic Regulations** from the validating University/partner and the **Tuition Fee Policy** referred to in these terms and conditions are updated annually. The updated version supersedes the previous version and applies to all students irrespective of their year of first registration.

7 **Updates and changes to UCEN Manchester's regulations, policies and procedures**

- 7.1 During your Contract with UCEN Manchester, UCEN Manchester may update and replace its regulations, policies and procedures from time to time in order to ensure that it operates efficiently for students and meets relevant legal and regulatory obligations. Updated

versions of regulations, policies and procedures will be hosted on the UCEN Manchester website and students will be notified via the VLE.

8 **Intellectual Property**

8.1 The Intellectual Property created in all ideas, materials or work produced by you and submitted as part of the requirements of your course will belong to its originators, unless specifically agreed to the contrary. Assignment of these rights to UCEN Manchester or a third party (including but not limited to programme sponsors) may be a requirement of certain programmes or projects but where this is the case it will be made clear to you and covered by separate written agreements or policies in force at the relevant time.

8.2 UCEN Manchester own or have a licence to use the Intellectual Property in all course materials produced by UCEN Manchester, or on its behalf, and such materials shall only be used for your own personal study purposes.

8.3 You hereby grant to us without cost and in perpetuity a worldwide, non-exclusive, royalty-free licence for the use of any Intellectual Property generated by you in connection with your course.

8.4 In some instances, where working with employers, you may be asked to sign a confidentiality agreement which you will be bound by.

9 **Enrolment**

9.1 It is a requirement when you enrol for each year of study that you comply with UCEN Manchester's enrolment procedures, which are explained on our website. These include requirements to supply specified identity documents, and also to confirm your agreement to UCEN Manchester's learner agreement.

10 **Tuition fees and tuition fee increases**

10.1 Non-payment or late payment of tuition fees

10.1.1 If your tuition fees are not paid when they are due, this can result in you:

- Being prevented from attending your programme of study including teaching and/or programme activities; and/or
- not graduating; and/or
- not being entered for examinations or assessments; and/or
- not being presented to the Progression and Award Board; and/or
- not being allowed to reenrol with UCEN Manchester; and/or
- being withdrawn from UCEN Manchester.

Where fees are paid by someone else, you are responsible for ensuring that you have provided that other person with the information needed for them to pay the fees. The full provisions explaining this are set out in the Tuition Fee Policy.

10.1.2 As described in our Tuition Fee Policy, where fees remain unpaid, we will pursue the outstanding debt, and the services of an external Debt Recovery Agent will also be utilised and they in turn will use all due legal processes to recover the debt. In such cases it is usual for interest and court costs to be added to the debt by the County Court..

10.2 Amount of tuition fees

10.2.1 The amount of your tuition fees may vary depending on whether you are a "Home student" or an "Overseas" student. Information is available here on [Fees and Finance](#).

10.3 Payment Arrangements

10.3.1 Students who are being funded by Student Finance England (SFE) tuition loans, are expected to produce their SFE Funding Advice to us at the point of enrolment.

10.3.2 If the SFE Funding Advice has not been received by us the time the student enrolls the student will be required to complete a recurring card payment mandate at enrolment in accordance with the Tuition Fee Policy.

10.3.3 Where students elect to pay their own tuition fees directly to UCEN Manchester and do not apply to SFE the payment terms are different. In this instance a student will be required to pay the full annual tuition fee at enrolment by cash, debit/credit card or cheque. Payment by instalments is also available in accordance with the Tuition Fee Policy.

10.3.4 All final payments must be made before the earlier of the last day of the course or the end of May for standard academic year courses commencing in September/October.

11 Tuition fee increases

11.1 Once a student commences at UCEN Manchester, UCEN Manchester hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, some courses last several years and it is therefore possible that changes in government policy or regulation may mean that tuition fee increases in future years are applied on the basis set out below.

11.2 In such cases, UCEN Manchester reserves the right to increase fees annually, subject to the cap on increases provided for at clause 11.3 below. This may mean that any tuition fee increases apply to international/ students, but not to home students, where those fees are subject to a cap imposed by regulatory requirements. Where such increases are necessary, UCEN Manchester will give affected students not less than **3** months' notice before the start of the academic year to which the fee increase is intended to apply.

11.3 In any event, an annual increase in tuition fees will not exceed the cap mentioned below. This means that students entering the second, or later years of study may be charged fees which increase in each year of study, but whenever an increase occurs, it shall not exceed whichever is the **lower** of:

11.3.1 any restriction on such increases imposed by legislation or regulatory requirements; or

11.3.2 the percentage increase in the Retail Prices Index all items excluding mortgage interest (RPIX) as published by the Office for National Statistics (or anybody which takes over this function from the ONS) over the period of 12 months prior to the date when the decision to increase the fees is taken.

12 **Other costs**

12.1 You are responsible for your own living expenses, travel and accommodation costs. If the course you are studying requires other costs to be incurred as part of the course (for example if there is a compulsory field trip), then this will have been notified to you in the course information and reinforced in the handbook once enrolled on the course.

13 **When can we make changes to courses or close courses?**

13.1 UCEN Manchester will only make changes to courses, or close courses during a student's studies in the limited circumstances set out below. Examples of "changes" include changes to the content or structure of courses, or to the location or method of teaching or types of assessment, or to the type of award. The circumstances where changes may be made or required are:

13.1.1 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 UCEN Manchester, its Faculties or Departments means that teaching locations change to a different site; or

13.1.2 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 relevant where the member of staff concerned has an unusual specialism which cannot be adequately covered by other members of UCEN Manchester's staff, or by other resources (e.g. temporary staff) that UCEN Manchester would normally engage in such circumstances.

13.1.3 Where a teaching location becomes unavailable for reasons outside UCEN Manchester's control, for example because of flooding or terrorism.

13.1.4 Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how UCEN Manchester is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations.

13.2 Where changes or course closures are proposed or have to be made for the reasons outlined at clause 13.1 above, UCEN Manchester will take all reasonable steps to minimise disruption to students. This will include:

13.2.1 Informing students of the changes in advance and giving them appropriate opportunity to comment on the proposals.

13.2.2 In the case of substantial changes for example closing a course, or where teaching moves to another site which is likely to involve significantly different travel costs consulting with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

13.3 It would be exceptional for a course at UCEN Manchester to be closed. If it is ever necessary to close a course to new entrants, UCEN Manchester's preferred approach would be to continue to teach the current students on that course until they have completed their studies. If exceptionally this is not possible, as part of the approach referred to at clause 13.2 above, UCEN Manchester will explore other options with the affected students, for example by considering whether:

13.3.1 current students' courses can be completed at another institution;
or

- 13.3.2 current students can be offered places on alternative courses at UCEN Manchester.

14 **Disclosure and Barring Service checks**

14.1 UCEN Manchester is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("SVGA"). These duties may apply (for example) in the case of:

- 14.1.1 Students who are aged under 18; or
- 14.1.2 Students who are "vulnerable adults"; or
- 14.1.3 Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

14.2 UCEN Manchester expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

14.3 The SVGA may require UCEN Manchester to:

- 14.3.1 Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and
- 14.3.2 Supply certain information about individuals to the Disclosure and Barring Service, for example, where UCEN Manchester considers someone to pose a risk of harm to children or vulnerable adults.

14.4 UCEN Manchester's [Safeguarding Scheme](#) and [Criminal and Pending Convictions Policy and Procedure](#) explain in more detail how such matters should be approached.

15 **Criminal offences whilst you are enrolled at UCEN Manchester**

Students must disclose to UCEN Manchester if they are convicted of "relevant criminal offences" at any time whilst they remain a student at UCEN Manchester. Details of what amounts to a "relevant criminal offence" differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Further details of UCEN Manchester's policy on such disclosure is set out in [Criminal and Pending Convictions Policy and Procedure](#).

16 **Offers which are conditional on criminal records, ATAS or occupational health checks**

16.1 UCEN Manchester may **withdraw an offer, refuse to admit you or may withdraw you from your course**, for any failure to comply with the terms of any requirements that your offer or studies require including:

16.1.1 Satisfactory criminal record/disclosure and barring service checks;

16.1.2 An Academic Technology Approval Scheme certificate (including compliance with its terms);

16.1.3 Satisfactory occupational health checks (but subject to UCEN Manchester's obligations under the Equality Act 2010 in respect of students with disabilities).

16.2 If you believe a decision by UCEN Manchester in respect of such matters is incorrect, you may invoke the Complaints Policy.

17 **Visas: you must comply with any visa requirements**

17.1 If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your course. You must comply with any conditions that apply to your visa, including as to attendance, and our requirements for monitoring attendance. If you fail to comply with any conditions, UCEN Manchester may be obliged to report this to the UK immigration authorities in order to comply with UCEN Manchester's own duties under immigration law. If you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission then UCEN Manchester may refuse to admit or enrol you and may withdraw you from your course. If you believe such a decision is incorrect, you may invoke the Higher Education Admissions Appeals and Complaints Policy and/or Complaints Policy.

18 **Your cancellation rights**

18.1 The Contract between you and UCEN Manchester is formed when you accept your offer of a place, although in order to commence your programme of study you may need to satisfy certain conditions or admissions requirements, as notified to you during the admissions process.

18.2 You have the right to cancel your contract with UCEN Manchester for any reason (including if you change your mind) during a fourteen (14) day cancellation period (the "Cancellation Period"), which will start on the day you accept an offer from UCEN Manchester.

18.3 To cancel your Contract, you must clearly inform us of your decision to cancel before the Cancellation Period has expired. You may do this by informing UCEN Manchester in writing by sending a letter to Higher Education Admissions, UCEN Manchester, Ashton Old Road, Openshaw, Manchester, M11 2WH or an email to HEAdmissions@ucenanchester.ac.uk. You may use a [model cancellation form](#) to notify us of your decision to cancel by letter or email, but you do not have to.

18.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.

18.5 If you cancel your contract within the Cancellation Period, we will reimburse any tuition fee payment received from you as soon as we can, and no later than 14 days after the day upon which you informed us of your decision to cancel your enrolment.

18.6 As well as your statutory right to cancel, we provide you with a right to withdraw from your course within 14 days after you enrol. In accordance with our Tuition Fees Policy, we will issue a refund in such circumstances if your withdrawal takes place before your first attendance confirmation and there are individual circumstances approved by Deputy Principal and Dean.

19 **Limitation of our liability to you and others**

19.1 Nothing in these terms and conditions will limit or exclude UCEN Manchester's liability for death or personal injury arising from our own negligence, fraud or fraudulent misrepresentation.

19.2 We're not responsible for losses you suffer as a result of the provision of your course, the cancellation, postponement, or amendment of your course, or any breach of these terms and conditions if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before you enrolled on your course meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by one of the events listed in clause 20.2.** As long as we have taken the steps set out in the section 20.1 below, we're not responsible for delays resulting from an event in clause 20.2.
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

19.3 For the purposes of clauses 19.1-19.2 "UCEN Manchester" also includes UCEN Manchester's officers, employees and agents, and those clauses may be enforced by such officers,

employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

20 **No liability for acts outside our control**

20.1 If the provision of your course is delayed by any of the events listed at clause 20.2, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay.

20.2. The events applicable to clause 20.1 are:

- severe weather; or
- fire; or
- civil commotion; or
- riot; or
- invasion; or
- terrorist attack or threat of terrorist attack; or
- war (whether declared or not); or
- natural disaster; or
- restrictions imposed by government or public authorities; or
- epidemic or pandemic disease; or
- failure of public utilities or transport systems.

21 **How we use your personal data, and students' obligations**

21.1 UCEN Manchester's [Privacy Notice](#) explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that.

21.2 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared). They should refer to the [Research Ethics Policy and Procedure](#) and seek guidance from their tutor or supervisor where appropriate.

22 **Governing law and jurisdiction**

22.1 These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.