

IMPORTANT INFORMATION FOR GLOBAL ONLINE PROGRAMMES OFFER HOLDERS

2022/23



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INTRODUCTION

Congratulations on your offer of a place at Manchester Metropolitan University.

At Manchester Metropolitan University, we take great pride in putting the quality of the student experience at the heart of everything we do. One of the ways by which we do this is by implementing regulations, policies and procedures that seek to ensure transparency and equality of treatment for all of our students.

This Important Information for Offer Holders document provides an overview of the key terms, conditions, regulations, policies and procedures relevant to life at Manchester Met. They cover a variety of different aspects of student life, including:

- Terms and Conditions that relate to study at Manchester Met on a Global Online Programme
- Regulations, Policies and Procedures
- Our Academic Commitment Statement
- Your Obligations as a Student
- Assessment, examinations and coursework
- The Student Code of Conduct
- Fees and financial matters
- Using certain University services including the Library and IT
- The Students' Union

This document, including the documents referred to within (unless otherwise expressly recorded) form the basis of the contractual relationship between you, as a student, and the University. Please read through this document and the regulations, policies and procedures referred to within it before you accept your offer and keep it safe so that you can look at it later. This document includes an explanation of how we will manage changes to the information that we have given to you.

We know that you are given a lot of information when you are applying to university. We also know that some of these things may not seem very important at the moment, but hope that by making this information available to you now it will be easier to find in the future.



Karen Moore

Professor Karen Moore
Chief Operating Officer



SECTION A: YOUR STUDENT CONTRACT: TERMS AND CONDITIONS

Terms and Conditions Applicable to the Provision of the University's Educational Services for Global Online Programmes

INTRODUCTION

Welcome to the Manchester Metropolitan University's general Terms and Conditions for Global Online Programmes. Please read these Terms and Conditions and the documents detailed within carefully before applying to the University, before accepting our offer and again before enrolling with us. It is not possible to provide the full detail of every policy or procedure that may apply to your studies or the services offered by the University within the text of these Terms and Conditions. You will find a number of links included within these Terms and Conditions or the documents referred to within them that will allow you to access more detailed information on particular areas. We know that we are providing a lot of information to you, so we have also included a number of annotations to try to explain in plain language some key points. The annotations do not form part of our Contract, but we hope they help you; there is no hidden small print and we have tried to make sure that our Terms and Conditions are easy to understand and fair. From here on in, we will refer to Manchester Metropolitan University as "the University" or "Manchester Met", to you as "you" or a "student" (or where applicable "an applicant") and to these Terms and Conditions as the "Terms".

Please note that during your time as a student with us, it is the University's policy to use your University email address to communicate with you. Please check your emails regularly to make sure you stay up to date.

The provision of educational services by the University is subject to Terms and Conditions of Contract and enrolment. These Terms apply to Global Online learners from the date an offer is accepted.

Programme Information

Our printed marketing materials are intended to provide an overview of our programmes of study and the University. Printed marketing materials are developed well in advance of the start of the academic year and therefore the information within reflects the programmes as they are at that time. Our Global Online Programmes **online prospectus** contains the most up to date information on our Global Online Programmes so please check back regularly including before you apply for a place and again before you accept your offer. We regularly update our Global Online Programmes **online prospectus** so that our published programme information is accurate and up to date. The University reserves the right to withdraw at any time Global Online Programmes advertised for application on its website.

Changes to Programmes

Please note that our programmes are subject to review and development on an ongoing basis. Changes may sometimes be necessary. For example, to comply with the requirements of professional or accrediting bodies or as a result of student feedback or external examiners reports. In addition, we also need to ensure that our programmes are dynamic and current and that the content and structure maintain academic standards and enhance the quality of the student experience. We only make changes where we consider it necessary to do so and/or where we feel that certain changes are in the best interests of students. Occasionally, we have to make changes for reasons outside of our control. For further information on when we may make changes to your programme and the consultation process that is involved, please see **Section 12** of these Terms.

1. WHAT IS THE CONTRACT BETWEEN YOU AND THE UNIVERSITY?

At its heart, it is a contract under which the University agrees to provide educational services and the facilities for you to study and you agree to progress those studies at the University and to abide by University regulations and these Terms.

Successful provision of the services relies upon a strong partnership between you, staff and the University. Underpinning the partnership is a number of regulations, policies and procedures and you will find further information within the Important Information for Offer Holders document provided with an offer (which includes a copy of these Terms in Section A). Please do read these Terms and all other information provided to you with your Offer Letter carefully to make sure you understand what the University agrees to provide and what you will need to comply with and do. It is your responsibility to make sure that all the information you provide to the University is accurate and true.

2. WHEN IS OUR CONTRACT FORMED?

The Contract between you and the University is formed when you accept our offer of a place, though in order to commence your programme of study you may need to satisfy certain conditions or requirements, as notified to you during the admissions process. Please note that you must have paid for a unit in full before you will be able to commence that unit. Once you accept our offer of a place and pay for the first unit, you will be automatically enrolled with the University and will be registered for the duration of your programme. You will be automatically re-enrolled for each academic year and will be reminded of the Terms and Conditions that apply to your studies and time at the University.

Your Offer

Once you have applied for a place on one of the University's Global Online Programmes, you may receive a letter offering you a place (the "Offer Letter").

Your offer may be conditional or unconditional, and you will need to carefully read your Offer Letter to see what conditions will apply to you. If you need to satisfy any conditions, you may need to fulfil these before a set date or on an ongoing basis. If you do not meet any such requirements, we may (as applicable) withdraw your offer, terminate the Contract as described in **Section 6** or defer your application or entry to the next academic year or

another start date within the academic calendar for Global Online Programmes. Please note that the University may make you an unconditional offer on academic grounds but your offer and enrolment at the University will remain subject to you meeting any non-academic conditions, such as obtaining satisfactory references. The University may update its entry criteria year on year so there may be a change in admission requirements for future applications.

3. WHAT MAKES UP OUR CONTRACT?

Your Student Contract is made up of a number of key documents (we call them the "Key Contract Documents"). These are:

- The Important Information for Offer Holders document provided with your Offer Letter and the regulations, policies and procedures referred to within. There is a helpful summary of each policy or procedure, and you can follow or enter the link to read the full policy, procedure or guidance. These policies and procedures are relevant to your studies so please familiarise yourself with them so you know what to expect. It is worth adding that your particular Faculty may have additional policies or procedures which will be brought to your attention.
- These Terms and Conditions and any other document referred to within (unless it is expressly recorded as being non-contractual). The Terms are included within the Important Information for Offer Holders document and an up-to-date version of the Terms and Conditions including any amendments made from time to time in accordance with **Section 12** will be available at our **Terms and Conditions website**.
- Your Offer Letter and any other document referred to within, including the Key Facts about your programme of study. You will only be able to enrol with us if you meet both the academic and non-academic admission requirements. The University's **Recruitment and Admissions Policy** provides further information on the recruitment process. In the unlikely event you have a complaint about our recruitment or admission process, or wish to appeal an admissions decision, please see our **Student Appeals and Complaints Policy for Applicants** and our **Student Appeals and Complaints Procedure for Applicants** for further information on the procedure to be followed and the grounds for raising a complaint or appeal.
- Other regulations, policies and procedures that may, from time to time, be approved by the University's Academic Board, Executive Group or

Board of Governors in order to assist in delivering educational services to students or admissions services to applicants.

In addition to the Key Contract Documents, some programmes may require you to:

- Agree to supplemental terms and conditions, for example, if you are studying on a professional programme;
- Agree to the terms and conditions of other third parties, such as a sponsor or funder, professional bodies, accrediting bodies or relevant third party providers. If there is any conflict between a third party's terms and conditions and the Key Contract Documents, our Key Contract Documents will take priority.

You will also need to abide by a number of terms and conditions relating to access to and use of particular University services, for example, those relating to use of the University's Library, computing and information technology services including Moodle access.

Collectively, the above (unless expressly stated otherwise within) will comprise your Student Contract (the "Contract"). The Contract governs the relationship between you and the University and applies from the date you accept your offer and

during your enrolment. By accepting an offer of a place on a Global Online Programme, you accept these Terms and the Key Contract Documents, as amended from time to time, in full. In the event we are required to make any significant changes to the Contract between us, we will manage such changes in accordance with **Section 12**.

Once you accept your offer, you will usually have a time-limited legal right to cancel your Contract (commonly known as a cooling-off period). Please see **Section 5** for further information on how to cancel.

We are just letting you know which documents make up your Student Contract and that when you accept your offer, you are agreeing to the Key Contract Documents including these Terms and the documents referred to within. There may be additional terms and conditions relating to different University services, but you will have the opportunity to read and consider these before you access or use those services.



4. DURATION OF OUR CONTRACT

How Long Is The Contract?

The Contract will continue for the duration set out in the Key Facts provided at offer unless terminated or extended by you or us in accordance with these Terms. The maximum period of study is as set out within the **Taught Postgraduate Assessment Regulations**.

We provide further information on how you or the University can end our Contract in **Section 5** and **Section 6**.

What Happens If I Defer?

If we agree to defer the start date for your programme (we cannot guarantee that this will be possible and there is no contractual right to defer), please note that the programme and its requirements, tuition fee and University services and facilities currently described at the time of your original offer may change for your deferred intake of entry. At the appropriate time, we will write to you to provide a new offer for your new intake of entry and once published, will provide you with an updated Key Facts and Important Information for Offer Holders document.

5. HOW YOU MAY END OUR CONTRACT

Your Student Contract with us will end if you cancel or withdraw. You are entitled to end your Contract at any time without reason, but if you do so after the expiry of the cancellation period you may not be entitled to receive a full refund of any fees you have paid, and you may be responsible for additional fees to reflect the costs incurred by us arising out of your early termination of the Contract.

Cancellation Rights

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations"), you have a legal right to cancel your Contract with us within 14 calendar days without giving any reason. The cancellation period will expire after 14 calendar days from the date on which your Student Contract was formed. This will be 14 calendar days from the day you accept the offer of a place on a Global Online Programme. To exercise the right to cancel, you must inform the University in writing by emailing the **Global Online Student Success Team** of your decision to cancel your Contract by providing a clear statement. The University will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

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.

If you exercise your legal right to cancel your Contract, we will normally reimburse to you all payments received from you subject to the terms of refund. Please see the **Regulations for the Payment of University Fees for Global Online Programmes** for further information. We will process the reimbursement without undue delay, and no later than 14 calendar days after the day on which we are informed about your decision to cancel your Contract provided we have all relevant information. Where a third party payment provider is involved this may incur additional time to return your payment. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless restricted by law; in any event, we will not add any additional fees as a result of the reimbursement although any third party payment provider may make a specific charge or retain an administration fee.

By accepting our offer, you will also be providing us with express consent, if relevant, to start delivering your programme within your legal cancellation period. If you decide to cancel the Contract with us within the cancellation period but once we have commenced providing you with services or programme content, then any refund may be paid less an amount which is a fair payment for you to make for the services or programme content provided by us prior to termination of the Contract.

If you exercise your legal right to cancel, you must return to us in a reasonable condition, any Study Materials you may have received from the University without undue delay and no later than 14 calendar days after you inform us of the cancellation. You will be liable for the cost of returning any goods (if applicable to your programme).

As well as the legal right to cancel, we provide you with a right to withdraw from your programme within 14 calendar days of your programme start date, however, depending on when you withdraw, you may be liable for your fees (or a proportion of them).

We need to let you know about your statutory right to cancel. This is different to the way you can withdraw, suspend or defer your studies.

Withdrawing From Your Studies

Your Student Contract with us will end if you withdraw. Please refer to the **Procedure for Online**

Students at Risk of Academic Failure for further information on withdrawing from your studies. You are entitled to end your Contract at any time without reason, but if you do so after the expiry of the 14 calendar day cancellation period you may not be entitled to receive a full refund of any fees you have paid, and you may be responsible for fees to reflect the costs incurred by us arising out of your early termination of the Contract in line with the Payment Regulations and these Terms. Your leaving date will be determined by the last date of engagement with your programme in line with the **Regulations for the Payment of University Fees for Global Online Programmes**. Where students wish to withdraw, they are advised to contact the **Global Online Student Success Team** in advance to discuss the financial and other implications.

Suspension

There are certain circumstances in which the University may suspend your registration or enrolment and/or access to facilities, for example (but not limited to), pending an investigation under our **Student Code of Conduct**, further to a decision taken under the **Procedure for Online Students at Risk of Academic Failure**, or where you fail to enrol or re-enrol on time. Such suspension may be immediate pending the gathering of further information where we reasonably consider that your behaviour presents a material risk to others or yourself. Your leaving date will be determined by the last date of engagement with your programme in line with the **Regulations for the Payment of University Fees for Global Online Programmes**. Where students wish to suspend study, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications.

6. HOW WE MAY END OUR CONTRACT

We may end the Contract on notice to you (such notice as may be appropriate having followed any relevant University policies or procedures but where the circumstances dictate, immediate notice) as a result of:

- Us becoming aware that information you have provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- You failing to meet the conditions of any offer made to you. The University may also withdraw or amend an offer at any time up until you accept it or terminate after acceptance if it comes to the University's attention that your application contained incorrect or missing or misleading information;

- Your circumstances change so that you no longer meet the admission requirements, your programme specific requirements or those of a relevant professional, statutory or regulatory body;
- You failing to comply with your obligations under our Contract or breach by you of our regulations, policies, procedures and/or codes or the specific requirements of your programme (for example, any minimum attendance requirements);
- You failing to comply with requests for information, to make declarations and/or to meet specific requirements of your programme as specified in the Offer Letter or Key Facts document;
- You failing to meet the requirements to register/enrol for your programme or failing to re-enrol in subsequent years within the required timescale;
- Following disciplinary action under our **Student Code of Conduct** or following a decision made under our **Fitness to Study Procedure**, subject to your right to appeal under those policies and procedures;
- You failing to meet the minimum academic and/or professional performance requirements that are set out in the University's **Assessment Regulations** and other applicable regulatory documents;
- If you do not pay your fees by the specified due date for payment (i.e. a minimum of two weeks prior to the release of teaching materials for the unit);
- If you cancel (under these Terms) or withdraw from the University;
- Where we assess that your behaviour presents such a material risk to the health, safety or welfare of either yourself or other students/staff of the University, subject to any rights of appeal you may have under our internal procedures;
- You do not satisfy any non-academic conditions of your offer.

7. PAYMENT OF FEES

Undertaking a Global Online Programme is a significant financial commitment, and a key part of this is the payment of programme fees. Please note that ultimately, you may not be able to continue with your studies should you fail to pay your programme fees. You must make sure that you pay your programme fees and any other applicable costs or charges on time.

Regulations for the Payment of University Fees for Global Online Programmes

Subject to your right to cancel as set out in **Section 5**, you will be responsible for making payment for your programme in line with the available payment options. Your financial commitment



at commencement of your studies is for the full programme not for a unit or units although your fees may be recalculated where you formally withdraw or suspend in line with University policy. Where students wish to withdraw or suspend study, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications.

It is very important that you read the **Regulations for the Payment of University Fees for Global Online Programmes**. These Regulations are the key financial policies and procedures that you agree to abide by at the University, so it is essential that you familiarise yourself with them.

Programme Fees

The fee for your Global Online Programme will be published on the Global Online Programmes **online prospectus**, is available from the **Global Online Student Recruitment Team** for Global Online Programmes and will be detailed within your offer pack. The normal duration of a Global Online Programme is as set out within the Key Facts document provided to you at offer. Your programme tuition fee will remain the same for each year of your Global Online Programme provided you complete within the normal duration. Where your studies exceed the standard programme timeframe, you will be expected to pay the current published programme fee at that time which may be an increase from the preceding year of study.

The programme fee includes all Study Materials as described in the Key Facts delivered to you within your offer pack. Any additional costs of undertaking your programme shall be payable by you unless otherwise set out within the Key Facts document. Please note that you will be expected to cover your own costs of undertaking the programme, for example, any technology required to complete the programme, for photocopying or printing of Study Materials or accessing the internet and programme content.

If you do not complete your programme in the normal timeframe please refer to your Key Facts document or the **Regulations for the Payment of University Fees for Global Online Programmes** for further information regarding writing-up fees and a writing-up period.

Additional Costs

Unless your Key Facts document states otherwise, your tuition fee does not include any charges for third party examinations, professional body fees, living expenses, travelling expenses, equipment, conference attendance fees, trips or visits or any other miscellaneous expenses that you are likely to

incur to complete your programme of study (such as photocopying or internet access). If there are any compulsory additional costs associated with your specific programme, they will be indicated within your Key Facts document. Students who receive an approved extension for completion of their dissertation will be subject to an additional fee, unless Exceptional Factors have been approved.

Please refer to the **Regulations for the Payment of University Fees for Global Online Programmes** for further information.

Payment Terms

Following acceptance of your offer, you will receive an email confirming your Student ID Number and you will be directed to our third party payment provider **Flywire** to make payment of your fees. All payments should be in sterling.

Programme fees are payable in advance in full. However, the University allows students to pay for units on a modular basis. Please note that when you accept your offer you are committing to make payment for the whole programme notwithstanding that the University will allow you to pay in instalments on a modular basis. With the exception of the Dissertation or Project, fees for each module must be paid and cleared in full a minimum of two weeks prior to the release of teaching materials for the module.

For the Dissertation or Project, fees can be paid in instalments. The first instalment must be paid and cleared in full a minimum of two weeks prior to the release of teaching materials. The number of instalments will depend on the credit rating of the Dissertation or Project module as follows:

60-credit Dissertation/Project – four instalments
30-credit Dissertation/Project – two instalments

Please contact the **Global Online Student Success Team** for details of the payment deadlines. No extensions to the payment deadlines are permitted, unless expressly agreed and confirmed in writing by the Academic Collaboration Manager for Global Online in agreement with the Collections and Recovery Manager.

All fees must be paid using **Flywire**, the University's third party payment provider. You are personally responsible for paying your programme fees, including if you are funded by the Student Loans Company or your employer (paying via **Flywire**) and they do not pay your fees as planned.

If an employer (or other third party) wishes to sponsor and pay fees on behalf of a student, payment must be made through the University's payment providers dedicated web link for Global

Online Programmes. The above payment deadlines will still apply and the student is responsible for arranging payment by their employer (or other third party).

The provision of the Global Online Programme (or a unit of it) is contingent upon Manchester Met having received cleared funds from you in respect of the fee for the relevant unit. Without prejudice to the University's rights and remedies under these Terms, if any sum payable for a unit is not paid in full on or before the due date (being two weeks to prior the release of teaching materials) the University reserves the right to suspend the provision to you and refuse you access to the relevant Global Online Programme or to terminate our Contract (although we will act reasonably at all times in making any decision to terminate).

It is really important that you make suitable arrangements for the payment of your fees. We will try to support you and direct you to appropriate sources of help should you experience financial difficulties but, ultimately, we will expect you to plan well and pay on time. Occasionally, we need to apply sanctions for non-payment of tuition fees.

Student Loans

If you have applied for a loan, you will still need to make payment of your fees directly to the University before commencing a unit where fees have not yet been paid to the University (where paid directly by the relevant loan company) and/or where the value of any loan paid does not cover the full fees for the applicable units you will be undertaking.

If you have applied for a postgraduate loan, you are responsible for liaising with any relevant Funding Authority to ensure your loan is approved. In the event that your loan is not approved or withdrawn, or does not cover 100% of your fees, you will be obliged to pay yourself.

If your loan is approved by Student Finance payments will be as follows:

- England and Wales loans – payment directly to you
- Northern Ireland loans – payment directly to the University

If you have any questions or concerns regarding your programme fees, please contact the **Global Online Student Recruitment Team** or the **Global Online Student Success Team**.

Loan repayments commence in the April after the normal end date of your programme. Loan repayments will apply even if you do not complete your studies on time and you are earning above the threshold permitted. This will also apply if an

extension has been approved. Further guidance is available in the Government's **Student Finance website**.

Scholarships, Discounts and Awards

Students on Global Online Programmes are not eligible for the University's awards, scholarships or other discounts unless specifically set out within the scheme terms and conditions. However, some fee discounts and scholarships are offered exclusively for the Global Online Programmes, subject to availability and eligibility criteria. Please refer to the **Global Online Student Recruitment Team** for more information.

The available scholarships, discounts and awards are subject to change from year to year. The University reviews all Manchester Met awards, discounts, and scholarships annually, and may withdraw future provision at the end of an academic year or make changes to the value or terms and conditions of offer. This means that there may be other students studying in different intakes on a programme that are in receipt of a different fee reduction.

Manchester Met Alumni students will be eligible for a 20% Alumni Loyalty Discount. Full terms and conditions are available via the **Alumni Loyalty Discount webpage**.

Students may only receive one fee reduction. Where students are eligible for more than one fee reduction (including discounts, awards of scholarships) the greater discount will be applied.

Recognition of Prior Learning

Recognition of Prior Learning ("RPL") claims for non-Manchester Met credit transfers are subject to a reduced tuition fee based on the number of credits claimed. Please refer to our **Finance website** for confirmation of the current amount payable per programme unit. The RPL fee is reviewed annually and published prior to the commencement of each academic year. All RPL fees are non-refundable.

It is important that postgraduate students are aware of the potential impact on your eligibility for a postgraduate loan from the relevant Funding Authority if you submit a claim for RPL. Students must be undertaking a full Master's programme, i.e. 180 credits and paying the full cost of their postgraduate programme to be eligible for the loan; therefore, a fees reduction for RPL would remove loan eligibility. Please check with your loan provider prior to applying for any RPL credits.

If you are considering submitting a claim for Recognition of Prior Learning you should refer to the University's **Policy for the Recognition of Prior**

Learning to ensure you understand the purpose and requirements of the process. The RPL process is separate from the University's admissions process and you may only submit an RPL claim following receipt of an offer of a place on a Manchester Met programme.

To identify whether an RPL claim is appropriate for you, it may help to find out about the content and structure of the Manchester Met programme you are enrolling on, to see if it corresponds to the prior learning you have undertaken. This information is available from the **Global Online Student Recruitment Team** or the **Global Online Student Success Team**.

For most Manchester Met programmes, the maximum amount of credit you may be exempted from is 50% of the award you are aiming for. There are a few exceptions to this tariff and details are available in the **RPL Policy**. RPL can only be claimed against 'taught' programme units, which does not include your dissertation or independent study project. If you decide to submit an RPL claim, the University will allocate an academic advisor with relevant subject/programme expertise, who will support you with your claim. You should make contact with the **Global Online Student Recruitment Team** or the **Global Online Student Success Team** as soon as possible. A claim should be submitted to the University using the **RPL Claim Form**, this form contains all the information that the University will need to assess your claim.

Writing-Up Period / One Year Extension

The University expects all students to complete their programme in the normal timeframe. If a student is unable to submit the project/dissertation element of their taught Masters on time, owing to Exceptional Factors or other circumstances beyond their control, they may be permitted an extension to the original submission date by the Assessment Board.

Students with an approved extension can enrol for up to one year as a 'writing-up' student and will be charged the University writing-up fee as detailed in the **Regulations for the Payment of University Fees for Global Online Programmes**. This fee is payable before the writing-up period commences. Nil fees will apply if Exceptional Factors have been approved.

The writing-up fee will permit access to the general facilities of the University, including Library, Moodle and a tutorial session with the project/dissertation supervisor. Any additional supervisory support or access to specialist facilities (such as online laboratories or workshops) will be at the discretion of the teaching department.

The writing-up fee only applies to projects/dissertation extensions. It does not apply for taught units, for which standard fees will apply.

Students are only permitted one year of either an Exceptional Factors nil fee or writing-up fee as a writing-up student. After this period, students who fail to submit will be classed as 'repeating without attendance'. In very exceptional circumstances should further extensions be required beyond the above, each case will be dealt with on an individual basis, and if approved full annual fees will apply.

Extension requests must be approved by the Assessment Board. If an extension request is declined, the student will not be classed as writing-up, and will be charged the full fee for the project/dissertation again.

Postgraduate loan repayments will apply for students during their writing-up year if students are earning above the threshold permitted.

What Happens If I Do Not Pay My Fees?

Please note that you must have paid for a unit in full before you will be able to commence the unit. Part payment of a unit will result in access to the content and services being withheld.

It is really important that you make suitable arrangements for the payment of your fees. We will try to support you and direct you to appropriate sources of help should you experience financial difficulties but, ultimately, we will expect you to plan well and pay on time.

Please note that, ultimately, you may not be able to continue with your studies should you fail to pay your programme fees. You must make sure that you pay your programme fees and any other applicable costs or charges on time otherwise the University may be entitled to take certain steps against you including imposing sanctions (as set out within the **Regulations for the Payment of University Fees for Global Online Programmes**, including taking action to legally recover any debts and/or terminating our Contract).

We recognise that you may sometimes need advice on financial matters during your studies. If you do, please contact the **Global Online Student Success Team** at the earliest opportunity.

Recalculation of Fees and Refund Policy

If you wish to take time out from your studies (known as an interruption or suspension), withdraw, or transfer to another institution or programme the University will recalculate your fees from the formal date of suspension, withdrawal or transfer in accordance with the relevant University policy and

procedures and the **Regulations for the Payment of University Fees for Global Online Programmes**.

You may be required to pay a proportion or all of your fees if you withdraw from or suspend your studies. For more information on how we calculate your liability for fees or any refunds, please refer to the **Regulations for the Payment of University Fees for Global Online Programmes**. Please note that withdrawing from or suspending your studies may also have implications for your agreement with your loan provider or other financial support you may be receiving or due to receive so please speak with the **Global Online Student Success Team** who will provide you with further guidance, before making a decision.

Opt Outs

An Opt Out is an approved break in study for the duration of a single unit only (i.e. a student 'skips' one unit). Opt Outs take effect prior to the start of a unit and students are expected to resume studies with the next scheduled unit. Students may not opt out partway through a unit. The 'opted out' unit is studied at a later date. As opting out of a unit usually extends the normal duration of the programme, a higher fee structure may apply. Where students wish to Opt Out of a unit, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications.

Suspensions from Study

Unless you have to suspend your studies for exceptional factors approved by the University in accordance with the University's **Procedure for the Consideration of Exceptional Factors**, all suspensions must commence from the end of the unit you are currently undertaking. Where a suspension is approved and you suspend engagement with the programme during a unit, upon a return to your studies fees may be due again for the unit you were undertaking at the time of suspension unless otherwise agreed by the University in writing. Fees are charged for all units commenced. Where students wish to suspend study, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications.

Withdrawals from Study

If you decide to leave your Global Online Programme with no intention of returning to the programme at a later date, your fees will be recalculated based on the units commenced. This means that if you

withdraw during a unit no pro-rata refund of fees for that unit will be provided. If you have paid fees for the programme year in full, fees will be recalculated on the basis of the units commenced and where you are entitled to a refund this will be processed in line with the **Regulations for the Payment of University Fees for Global Online Programmes**. Where students wish to withdraw, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications.

Programme Transfers

If a student wishes to transfer their programme to another programme or institution, they are advised to speak to the **Global Online Student Success Team** in advance to discuss the financial and other implications. The financial position on a programme transfer will be based upon individual circumstances.

If a refund is payable under this Contract, we will not refund to you any fees paid to the University on your behalf by the Student Loans Company. Fees will be paid directly to the original payee, if applicable.

If you have received any discounts, awards or scholarship, you may be required to repay the amount awarded in full in line with the terms and conditions of the relevant discount, award, or scholarship.

8. WHAT DOES THE UNIVERSITY EXPECT OF YOU?

The University expects you to play a full and active role in progressing your studies at the University. Alongside the obligations in these Terms, the University has developed our **Academic Community Commitment**. The **Academic Community Commitment** sets out the intention of the University and the Students' Union to work in partnership with you as a Manchester Metropolitan University student in supporting your learning and helping you succeed, and sets out your own role in ensuring that success, and the standards of behaviour and personal responsibility expected of our students. Although the University would like to draw your attention to the **Academic Community Commitment**, it is not intended to be legally binding or to form part of the Key Contract Documents.

Online learning students need to be self-motivated and comfortable with independent learning. Having a flexible schedule is a benefit of online learning for those who cannot commit to regular campus based class times. However, online learners need to be

able to meet deadlines, so strong time-management skills are advantageous. Online classes are reading intensive and students are expected to absorb large amounts of information from the materials presented to them. Basic computer literacy is an essential component of online learning.

Please note that students on Global Online Programmes may not follow the standard academic year calendar of other University students.

Specific Obligations

In addition to all obligations set out within the regulations, policies and procedures that apply to you, you are required to:

- Comply with these Terms and all other terms described in the Key Contract Documents and the regulations, policies and procedures set out within the Important Information for Offer Holders document, you should also familiarise yourself with any programme specific information provided to you including within any programme handbook;
- Meet any conditions set out in your Offer Letter and continue to satisfy these conditions (where relevant) throughout the duration of the Contract;
- Make any disclosures required by us under these Terms and also provide any supporting information that is reasonably required. Failure to disclose full information could lead to the withdrawal of an offer of a place, termination of your Student Contract or discontinuation of your studies;
- Pay all fees and other charges when due;
- Comply with all codes, regulations, policies and procedures as amended from time to time and adhere to all terms and conditions applicable to use of particular University services such as those relating to use of the Library or IT services;
- Register/enrol with us before the start of your programme and re-enrol/re-register with us each academic year;
- Behave in a manner consistent with the **Student Code of Conduct**;
- It is the University's policy to use your University email address to communicate with you. You are required to check your emails regularly to make sure you stay up-to-date. You must ensure that you provide us with up-to-date contact information and notify us promptly of any changes in your information;
- Take responsibility for your learning by engaging with your programme in a timely manner and completing all required assessments by the dates set, unless, exceptionally, a variation is approved through the appropriate University procedure;
- Let the **Global Online Student Success Team** know if you cannot continue to engage with your

programme for any reason;

- Act in a courteous and responsible manner during your time as a student.

Our Obligations

We will:

- Provide or facilitate the provision of the education services to you with reasonable care and skill;
- Make an award to you where you have met all of the requirements under the Contract;
- Notify you of any material changes to the Contract as soon as reasonably practicable.

It is your responsibility to ensure that all necessary declarations (including where relevant but not limited to medical conditions and disabilities) are made to the University at the correct time during the admissions process and during the period of study, and that you comply with all relevant rules and regulations during study including paying any associated registration or licence fees and maintaining any licences, registrations or consents.

Except as set out in the description of the Global Online Programme on the **online prospectus** no additional tuition will be provided by the University.

You will be provided with advance notice of your programme start date and the length of notice will be dependent upon the time of your application within the admission cycle.

The University reserves the right to reschedule the start date for an induction or the first unit of a programme until the next scheduled commencement date for that programme.

The Global Online Programmes follow a continuous 'carousel' delivery model throughout the year, and units are scheduled sequentially. The order that units are delivered differs for every intake and is subject to change from time to time. Please check with the **Global Online Student Success Team** for the most up to date delivery information. Where the carousel delivery model is updated, you will be notified as soon as possible.

As there is no requirement for students to enter the UK to study this programme, the University will not issue a Confirmation of Acceptance for Studies (CAS) for the purpose of study on a Global Online Programme.

The University's postgraduate programme awards are recognised as meeting the design and academic standards of the Framework for Higher Education Qualifications in England, Wales and Northern Ireland for a Level 7 (Masters) award. The University does not confirm that they will be recognised or accredited within your own jurisdiction or country of residence.

The receipt of your online programme is personal to you and you may not transfer your rights to access the Global Online Programme to any other person.

Students on a Global Online Programme may suspend their programme of study for any period up to one full calendar year. The cumulative total of all suspensions and/or opt outs may not exceed one calendar year (i.e. 12 months). A suspension may only commence at the end of a unit and therefore recommencement of studies following a period of suspension will be at the start of the next relevant unit.

9. SYSTEM REQUIREMENTS, TECHNICAL SUPPORT AND ACCESS

To complete your Global Online Programme, you will have access to the University's online learning environment, Moodle. Your login details are personal to you and should not be shared with or transferred to others. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

If for any reason, you withdraw from or suspend your programme or a unit, then access to your Global Online Programme will cease.

System Requirements

Please note that it is your responsibility to check that the computer you plan to use to access your Global Online Programme is compatible with the minimum specification requirements as updated from time to time and which can be provided by the **Global Online Student Recruitment Team** or the **Global Online Student Success Team**. The University does not make any commitment that the Global Online Programme will be compatible with or operate with your software or hardware. You will be responsible for all internet service provider and associated charges. It is your responsibility to set up or configure your personal equipment.

Technical Support

We will provide reasonable technical and content support to students on a Global Online Programme.

Access

You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure supporting your programme and that technical support may not be available during such periods of downtime. Although the University will use reasonable endeavours to make the Global Online Programme available, we

cannot guarantee uninterrupted, timely or error free availability. The University reserves the right to suspend access to a Global Online Programme for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality.

The University is not responsible to you for any data that you lose during completion of your Global Online Programme. It is your responsibility to ensure that you regularly save and back up all data.

You must not misuse or abuse any services or technology applications made available to you as part of your Global Online Programme.

There may be links from Moodle to sites on the internet which are operated by third parties. The University is not responsible for the availability of, or the content located through, such external sites.

10. THE UNIVERSITY'S REGULATIONS

By accepting your offer and enrolling at the University, you agree to comply with these Terms and all Regulations, Policies and Procedures referred to within the Important Information for Offer Holders document provided to you at offer.

Are There Any Particularly Important or Surprising Terms?

If there are any particularly surprising conditions or information about your programme of study, we will always try to let you know within your Offer Letter or Key Facts document. Some requirements will form a condition of your offer.

The **Assessment Regulations** applicable to your programme are accessible from within the Important Information for Offer Holders document.

There are some provisions we need to draw your particular attention to as they can result in a disciplinary process and ultimately mean you may not be able to continue at the University. These include:

- **Procedure for Handling Academic Misconduct**
- **Procedure for Online Students at Risk of Academic Failure**
- **Student Code of Conduct**

Procedure for Handling Academic Misconduct

In order to safeguard our academic standards and the integrity of our awards the University has in place a policy and procedures for dealing with suspected misconduct. The **Procedure for**



Handling Academic Misconduct details types of misconduct – such as plagiarism or the purchase of work from ‘essay mills’ – how suspected offences are investigated, and the penalties that can be imposed. The policy also details students’ rights of appeal in cases relating to academic misconduct.

Student Code of Conduct

The **Student Code of Conduct** sets out the standards of conduct the University expects of its students so that everyone can undertake their studies in a supportive and non-threatening environment. Breaches of certain regulations and policies of the University will, where appropriate, be dealt with as breaches of the **Student Code of Conduct**. Examples include, but are not limited, to:

- **Library Rules and Regulations**
- **Student Regulations for Use of University Computing Resources**

Further information on these rules and regulations can be found in **Section 17**.

The **Student Code of Conduct** does not deal with academic misconduct which is addressed in the **Procedure for Handling Academic Misconduct**.

Procedure for Online Students at Risk of Academic Failure

The University has in place a range of guidance and support available to students who are uncertain about continuing with their studies, or who are failing to meet the professional or academic requirements of their programme. However, there may be occasions where – for a variety of reasons – a student decides that they wish to take time out of their studies or to withdraw, or that the University concludes a student must be withdrawn or expelled.

The University’s **Procedure for Online Students at Risk of Academic Failure** outlines the processes, grounds, implications and the specialist sources of advice available in relation to:

- Withdrawal at the request of a student;
- Withdrawal of a student by the University;
- Suspension of studies at the request of a student;
- Suspension of studies by the University.

Please read the policy carefully as it sets out the circumstances in which the University may take steps to unilaterally suspend or withdraw you from your programme (which may have financial implications) and your rights of appeal.

If you are considering withdrawing from your programme, always make sure you discuss this with the **Global Online Student Success Team** before

you make a formal decision, as they may be able to refer you to sources of guidance and support who may be able to explain the potential implications for that decision.

Students should make sure they have fully discussed the financial implications of withdrawing or suspending before they leave the programme. Students should be referred by staff to the **Global Online Student Success Team** for help and advice. The **Global Online Student Success Team** may direct students to other sources of guidance as appropriate.

11. DISABILITIES

The University is committed to supporting students with a disability and/or those with additional needs where possible and reasonable to do so. We encourage applicants and students to disclose details of any disability at the earliest opportunity so that we can discuss what support may be available to you. Further information on our disability and learning support can be found on our **Disability Support website** and within **Section E** of the Important Information for Offer Holders document.

12. CHANGES TO PROGRAMME PROVISION OR YOUR CONTRACT AND HOW THIS MAY AFFECT YOU

Whilst the University will always try to minimise making any changes to the Contract (including changes to the programme), there may be times where changes are needed. This section describes the circumstances when we can make changes, as well as providing you with further information about when we may look to make such changes.

Changes to Your Contract

The University may, from time to time, need to make changes to your Student Contract including to its regulatory framework. Changes will normally take effect at the start of the next academic year and you will be asked to read the relevant Key Contract Documents upon re-enrolment.

Sometimes, it may be necessary to make changes during an academic year where the University reasonably considers the changes to be in the best interests of its students, necessary to reflect changes in the external environment or government policy including to comply with legal, regulatory or accrediting body requirements or to incorporate sector guidance or best practice.

The circumstances that we describe in this section are not the only ones that may arise during your studies with us, but they will give you some context as to when we may need to amend the Contract (including your programme).

Changes After You Have Entered into the Contract with Us

Where we need to make changes to the Contract and/or programme after our Contract has been formed, we will, in each case, assess the potential impact of any such change on the Contract and our students and will follow the principles set out in this section. The University is always looking to improve and enhance students’ experience with us, and we will consult with students throughout their studies, as well as consulting with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

Changes to Your Programme or its Delivery

Changes to Pre-Contract Information

Our printed marketing materials are published well in advance of the start of the academic year and therefore the **online prospectus** provides the more detailed and up to date information on our programmes of study. Please check the **online prospectus** information before applying to the University and just before accepting your offer of a place. Information that we may have given to you at the time you were researching and making an application for the programme may have changed by the time we send out our Offer Letter. The Offer Letter, Key Facts and Important Information for Offer Holders document sets out the core information that we consider you will require to make an informed decision whether to accept your offer. Please read these documents carefully before you accept.

The University will use all reasonable endeavours to deliver your programme in accordance with the descriptions applied to it in the **online prospectus** and Key Facts for the academic year in which you begin your programme. However, the University is entitled to make reasonable changes to ensure the University delivers the best quality of educational experience to you.

Some examples of these changes include:

1. Keeping our programme content and delivery up to date and relevant. We may need to implement technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements; to address any external examiner feedback received as part of their annual reports and/or results from our regular student feedback

sessions. To set out further examples, we may make adjustments to: aspects of the curriculum – to ensure that this is current and reflects developments in the subject area; the methods of assessment, assessment weightings, and the word length of individual assignments; and adjustments to the learning outcomes and how these are assessed;

2. Changes as a result of a programme review. It is standard practice for the University to undertake an annual performance review (Education Annual Review) of all of its taught provision in line with national, professional body and regulatory requirements. The aim of Education Annual Review is to ensure that the performance, academic standards and learning opportunities of existing programmes remain appropriate to the awards to which they lead. Programme review may result in certain changes to a programme of study. These changes will be made to enhance the quality of provision we provide to students;
3. Changes for the maintenance of academic standards and quality assurance;
4. Changes as a result of the Covid-19 pandemic. The University may have to change the way it delivers your programme in accordance with local and/or Government guidance or regulation;
5. To reflect changes in relevant laws, statutory, regulatory and/or professional body requirements and/or sector regulation or best practice;
6. To implement technical or procedural changes to our IT systems or virtual learning environment;
7. To reflect withdrawal of or a change to any relevant accreditation;
8. Reviewing and refreshing optional units. As indicated within our **online prospectus** the optional units listed are indicative and may be subject to change. We do not guarantee that an optional unit will always run in any given academic year, as options may be dependent on student choice, numbers and staff expertise. Optional units are normally subject to a minimum of 12 students. Where fewer than 12 students choose an optional unit, all students will normally be required to study the same unit.

In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will usually notify and/or consult (depending on the nature of the change) with affected students/offer holders (as applicable) about changes that are required.

In respect of material changes, we will take reasonable steps to obtain student consent (and, where appropriate, the consent of applicants who have accepted an offer who may be directly affected by the change) and we will inform the affected

students if we implement the change(s). If our implementation of the change causes you detriment or hardship we will, if appropriate, work with you to try to reduce the adverse effect on you.

Some examples of a material change include:

- A change of award or programme title;
- A change to the availability of or discontinuance of a core unit; or
- A change to the overall type of assessment for your programme.

We will not usually consult on minor changes. Minor Changes may include the following examples (please note this is a non-exhaustive list):

- Reasonable changes to the delivery schedule for your units and programme;
- Reasonable changes to the teaching activity relating to the programme;
- Reasonable changes to the way we make IT and Library services available to you;
- Reasonable changes to the methods by which the programme is delivered and/or assessed;
- Reasonable variations to the content and syllabus of the programme;
- Additions and/or withdrawals of certain non-core units on your programme;
- Changes to reading lists to deal with changes in the relevant subject area relating to your programme to ensure the same remains as up to date as possible;
- Procedural changes and/or reasonable changes to our Key Contract Documents that help improve the same to your benefit.

WITHDRAWAL OF PROGRAMMES

We will endeavour to run programmes we have made offers for, however, there are occasions where we may need to suspend, discontinue or withdraw a programme. This may be for low student numbers as set out in **Section 13**, but may also include circumstances such as where there is a change to accreditation or professional, statutory or regulatory body ("PSRB") requirements, where there is a change to the external environment making delivery unviable or where academic or PSRB approval has not been achieved.

Pre-Contract

There may be times where we need to discontinue or suspend the programme, or decide not to provide the programme, or to merge or combine the programme with other programmes of study, if such action is reasonably considered to be necessary by the University in the context of its wider purposes. If the University decides to take any such action, then it will use reasonable endeavours to notify you

in advance and you shall be entitled to cancel your application by written notice to the University. In these circumstances, you will be entitled to a refund of any deposit/fees which you have paid to the University.

Post-Contract

There may also be times where we need to discontinue or suspend the programme or to merge or combine the programme with other programmes. In these circumstances, the University will provide as much notice as possible and will take all reasonable steps to minimise the resultant disruption by, for example, making an alternative offer, delivering a modified version of the programme (where practicable to do so), or assisting affected individuals to move to another programme (subject to meeting programme requirements) or institution (if appropriate and possible). To the fullest extent it is possible under the general law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances.

13. CHANGES OUTSIDE OUR CONTROL

Sometimes circumstances may arise which are beyond the control of the University. Examples (without limitation) of such circumstances include:

- Industrial action by University staff or third parties;
- The unanticipated departure of key members of University staff or unavoidable specialist staff absence;
- Acts of terrorism or a security threat;
- Damage or interruption to buildings, facilities or equipment;
- Severe weather conditions;
- Epidemics or pandemics
- The acts of any governmental or local authority; or
- Where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it. If we withdraw a programme that you have applied for or accepted an offer for we will use reasonable endeavours to offer an alternative arrangement such as a different programme or a refund of your fees (if already paid).

In these circumstances, the University will provide as much notice as possible and will take all reasonable steps to minimise the resultant disruption by, for example, delivering a modified version of the programme, or offering affected applicants or students the chance to move to another programme or institution (where reasonably practicable). To the

fullest extent it is possible under the general law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances.

If the University changes your programme in a fundamental way and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme and, if required, reasonable support to transfer to another provider. It should be noted that this is without prejudice to your statutory right of cancellation and to any other remedy which you would be entitled by law to seek.

From time to time, we may also need to make changes to the Key Contract Documents or these Terms.

14. INTELLECTUAL PROPERTY

Study Materials

Where downloadable Study Materials accompany the Global Online Programme, these Study Materials will be made available to you. The University and/or its licensors, remain the owner of the intellectual property in the Global Online Programme, the Study Materials and any programme content. In consideration of receipt by the University of your fees (when due), we provide you with a personal licence to use the Study Materials and programme content for the sole purpose of studying for your Global Online Programme; you may not allow anyone else to use the Study Materials or programme content. Any use of the Study Materials or programme content not permitted under these Terms is prohibited and any will infringe the University's intellectual property rights and/or those of its licensors.

You may not modify, republish, sublicense, sell, upload, transmit, make available, or disseminate in any way any of the Study Materials or programme content. You may not modify, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of Moodle, programme content or the Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Study Materials or programme content. The University may withdraw use of any particular Study Materials or programme content at any time where reasonably required.

Student Intellectual Property

If you create intellectual property rights ("IPR") during your studies or research, the standard position is that you will own such rights, unless:

- You are a postgraduate student and receive a University studentship in which case such IPR

will be owned by the University subject to any alternative arrangements with you;

- You are a postgraduate student and receive a bursary from, or have your fees paid or subsidised by, a sponsor in which case ownership of such IPR will be subject to the arrangement between you, the University and the sponsor;
- You generate IPR which builds upon existing IPR generated by, or is jointly invented with University employees or associates, in which case you will be required to assign such IPR to the University and in respect of revenue generated by that IPR, you may be entitled to apportioned income; or
- You are also an employee of the University and developed the IPR in that capacity.

You will find a lot more information in our **Intellectual Property Policy**.

15. COMPLAINTS

Manchester Met recognises there may be occasions where students wish to raise legitimate complaints relating to their programme, or the facilities and services provided by the University. It is important to both students and staff to know that such complaints will be dealt with seriously and transparently, and



without fear of recrimination. To ensure that this happens, the University has in place a **Student Complaints Procedure**, which details procedures and parameters for making a complaint, alongside what action may be taken in response to complaints.

If having exhausted all stages of the University's internal complaints procedure (or other relevant internal procedure), a student considers that the University has failed to consider and respond to their complaint appropriately, the student can refer their complaint to the **Office of the Independent Adjudicator for Higher Education**, which provides an independent scheme for the review of eligible student complaints.

If you have a complaint about our recruitment or admission process, please see our **Student Appeals and Complaints Policy for Applicants** and our **Student Appeals and Complaints Procedure for Applicants** for further information.

You may be able to seek advice from the **Students' Union Advice Centre** and/or **Citizens Advice** (UK students only)

16. DATA PROTECTION

The University is registered as a Data Controller with the **Information Commissioner's Office**. The University will hold and process your personal data including some personal data defined as special category. Your data will be processed in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and our **Data Protection Policy**. For further information about how we will use your personal data, our lawful bases for processing, your data subject rights, third party recipients and relevant contact information please see our main **Privacy Notice for Students** and range of **Privacy Notices**. You have certain rights in relation to your personal data. Your data subject rights are also further explained within our **Data Subjects' Rights** webpage.

For the purposes of delivering the Global Online Programmes, the University will share your personal data with third parties providing contractual services including our support partner for our Global Online Programmes, Pearson Education Limited and its authorised subcontractors. Those third party contractors may be based within and outside of the European Economic Area. The University will ensure appropriate and adequate contractual arrangements are in place with such third party contractors to protect the security of your personal data.

For further information about the retention and secure destruction of your personal data, please refer

to the University's **Records Management Policy** and the **Retention and Disposal Schedule**.

Examination pass lists and/or degree classifications may be published. If you do not wish your results to be published in this way, you must notify the **Director of Student Management** stating your reasons in writing by no later than seven days before you complete your examination or assessment. Your reasons will be considered and, where it is felt that publication of your results is likely to cause substantial damage or substantial distress and that this would be unwarranted, publication will be withheld.

Where you are sponsored for the payment of your fees (such as by your employer), your sponsor may request that we share details of your progression, performance and engagement and any other information reasonably requested by your sponsor and which the University considers it appropriate for it to provide.

You are obliged to provide the University with up to date contact details and you will be responsible for maintaining the accuracy of this information whilst studying with the University.

17. OTHER SERVICES

There are rules and regulations relating to use of particular University services, such as IT facilities and Library and learning resources. The Important Information for Offer Holders document sets out further information on the services we agreed to provide under your Student Contract. Although the University will further endeavour to provide you with appropriate access to a range of academic, pastoral and support services (such as counselling, careers and employability support) it may change all of its range or type of services from time to time to ensure that they are fit for purpose and provide the best experience to you. Our services may also be temporarily suspended or modified for essential maintenance, for improvements to be made and/or for events outside of our reasonable control.

IT Services

Manchester Met's virtual learning environment is integral to most of the University's programmes and provides programme related materials and learning activities. It is also used to deliver and manage assessment. You are expected to actively engage with the virtual learning environment; the University monitors engagement. Use of Manchester Met's IT facilities (including email) is subject to a suite of **Information Security Policies and Procedures**. These include the Policy on **Acceptable Use of University IT Systems, Student Regulations for Use of University Computing Resources** and the

Information Security Policy.

Any login details are personal to you and should not be shared with or transferred to others. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account. It is your responsibility to ensure that you regularly save and back up all data.

You must not misuse or abuse any services or technology applications made available to you as part of your programme.

There may be links from the virtual learning environment to sites on the internet which are operated by third parties. The University is not responsible for the availability of, or the content located through such external sites.

Library Services

All students have access to the vast collection of learning resources, both digital and print, provided by the **Library**. We offer specialist help and support for your subject, as well as an information skills training programme to help you develop the skills you need to learn and study most effectively. We also provide access to a range of study spaces and equipment, including PCs and printing, photocopying and scanning services.

You must comply with the **Library Rules and Regulations** when using the Library or Library resources and failure to do so may result in action being taken under the **Student Code of Conduct**.

Other Services

The Important Information for Offer Holders document provides other helpful information about what other services and facilities may be available to you as part of your time with the University. These do not, however, represent services that we provide to you under this Contract.

Other, non-educational services provided by the University to you amount to separate and distinct contracts and are therefore subject to separate contractual terms and conditions. You may also enter into separate contractual arrangements with other third parties such as a sponsor or your employer. The Student Loans Company is not a part of the University and your contract for funding (if applicable) will be with Student Finance directly.

18. OUR LIABILITY TO YOU

If we fail to comply with this Contract we may, in certain circumstances, be responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

We cannot accept responsibility and we will not be liable to you for:

- Any damage to your property (e.g. personal equipment such as mobiles, tablets and laptops);
- Work submitted for assessment that is not returned;
- Personal injury or death except in so far as it is caused by our negligence; or
- Loss of opportunity and loss of income or profit, however arising.

We do not exclude or limit in any way our liability for:

- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- Fraud or fraudulent misrepresentation; or
- Any other matter which we are not permitted to exclude or limit our liability by law.

19. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control including but not limited to:

- Strikes, lock-outs or other industrial action by third parties;
- Strikes, lock-outs or other industrial action by our employees;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of

public or private tele or electronic communications networks;

- Acts of any governmental or local authority; or
- Epidemics or pandemics.

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- We will contact you as soon as reasonably possible to notify you; and
- Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Should an Event Outside Our Control interfere with our ability to deliver your programme, we will use reasonable endeavours to minimise the disruption caused to you.

20. OTHER IMPORTANT TERMS

Manchester Metropolitan University is regulated by the **Office for Students** ("OfS"). The OfS is the independent regulator of higher education in England. More information on the role of the OfS and its regulatory framework can be found on the **OfS website**.

All higher education providers registered with the OfS must have a **Student Protection Plan** in place. The **Student Protection Plan** sets out what students can expect to happen should a programme, campus, or institution close. Where there is any conflict between these Terms and the **Student Protection Plan**, the **Student Protection Plan** will take priority in considering any issue relevant to it.

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

Manchester Met is working with Pearson Education Limited who provide applicant and student administration and support services.

This Contract is between you and us. No other

person shall have any rights to enforce any of its Terms. The receipt of your programme is personal to you and you may not transfer your rights to access the programme to any other person.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Any notices or information sent to the last email and/or postal address provided by you to us will be deemed to have been properly given.

Nothing within the Contract shall be construed as amending the University's constitutional Instruments, Articles or associated constitutional documents. Our Contract and the Key Contract Documents shall be governed by English law.

You and we both agree that the English courts will have non-exclusive jurisdiction over any claims.

The address of the University is:|
Manchester Metropolitan University
All Saints Building
All Saints
Manchester
M15 6BH

Our telephone number is:
+44 (0)161 247 2000

The University is a higher education corporation established under the provisions of the Education Reform Act 1988.



SECTION B: KEY POLICIES AND PROCEDURES

1. STUDENT CODE OF CONDUCT

Manchester Met is committed to providing a supportive environment in order to safeguard the quality of student experience and to give all of our students the best chance of success. To help us ensure the safety of students, the University has in place a **Student Code of Conduct**. The **Student Code of Conduct** outlines the behaviour that is expected of all students in their interactions with fellow students, staff and the wider community, and in their use of University facilities. The **Student Code of Conduct** also outlines procedures and sanctions for dealing with behaviour classed as misconduct. We may terminate the Contract where you do not comply with this **Student Code of Conduct**. Please see **Section 6** of the Terms for further information.

2. STUDENT COMPLAINTS PROCEDURE

Manchester Met recognises there may be occasions where students wish to raise legitimate complaints relating to their programme, or the facilities and services provided by the University. To ensure that complaints are dealt with transparently, and without fear of recrimination, the University has in place a **Student Complaints Procedure** which details procedures and parameters for making a complaint, alongside what action may be taken in response. Please see **Section 15** of the Terms for further information.

3. STUDENT APPEALS AND COMPLAINTS POLICY AND PROCEDURE FOR APPLICANTS

Manchester Met is committed to providing a high quality service to applicants. However, the University recognises that from time to time there may be instances where applicants have legitimate complaints or the need to appeal. The University takes all such matters seriously and deals with them in confidence and without fear of recrimination or disadvantage. Please see our **Student Appeals and Complaints Policy for Applicants** and our **Student Appeals and Complaints Procedure for Applicants** for further information.

4. SUPPORTING ONLINE STUDENTS AT RISK OF ACADEMIC FAILURE

Manchester Met has in place a range of guidance and support available to online students who are uncertain about continuing with their studies, or who are failing to meet the professional or academic requirements of their programme. However, there may be occasions where – for a variety of reasons – a student decides that they wish to take time out of their studies or to withdraw, or that the University concludes a student must be withdrawn or expelled.

The University's **Procedure for Online Students at Risk of Academic Failure** outlines the processes, grounds, implications and the specialist sources of advice available in relation to:

- Withdrawal at the request of a student;
- Withdrawal of a student by the University;
- Suspension of studies at the request of a student;
- Suspension of studies by the University.

5. FITNESS TO STUDY PROCEDURE

The **Fitness to Study Procedure** informs and guides the University's response to situations where there are concerns that a student is not well enough to study and/or to be a member of the University community. It provides a mechanism by which the University can support students and provide a safe environment that enables all students to engage with their studies and achieve to the best of their abilities. The **Fitness to Study Procedure** is intended to be supportive, but it recognises that there will be a very small number of cases where it may no longer be feasible for students to continue their studies.



SECTION C: ASSESSMENT

1. ASSESSMENT REGULATIONS

One of the guiding principles of assessment at Manchester Met is that the work of all students can be fairly and objectively evaluated. In order to ensure this, we publish and maintain a set of **Assessment Regulations**. These Regulations are developed with the involvement of the Students' Union, and undergo formal review every year to ensure that they are always up to date.

The Regulations set out the rules and procedures that determine your final classification, including:

- How grades for each programme unit and final degree classification are calculated;
- Pass marks for Taught Postgraduate programmes;
- The number of credits required to progress to each level of study; and
- Requirements and practicalities in relation to reassessment.

2. CHEATING, ACADEMIC MISCONDUCT AND EXAM REGULATIONS

Cheating and academic misconduct is fortunately very rare at Manchester Met, however in order to safeguard our academic standards and the integrity of our awards the University has in place a policy and procedures for dealing with suspected misconduct. The **Procedure for Handling Academic Misconduct** details types of misconduct – such as plagiarism or the purchase of work from 'essay mills' – how suspected offences are investigated, and the penalties that can be imposed. The procedure also details students' rights of appeal in cases relating to academic misconduct. Please see **Section 10** of the Terms for further information.

The **Procedure for Handling Academic Misconduct** also sets out rules for the conduct of examinations, including what you can and cannot take into exams, the role of invigilators and how absence is managed.

3. ACADEMIC APPEALS

Manchester Met has in place a range of policies and procedures to ensure that the final marks awarded to students are fair, equitable and accurately reflect the quality of work submitted. In very rare circumstances – where a material irregularity has occurred during the conduct of assessment – there may be a basis for submitting an **Academic Appeal**.

Academic Appeals can only be submitted in the circumstances outlined above, and cannot be used for challenging the academic judgement of Assessment Boards.

4. EXCEPTIONAL FACTORS

Manchester Met recognises that there may be occasions where illness or difficult life events occur outside of a student's control, and that these can have a detrimental impact on performance in assessed work. The University has a **Procedure for the Consideration of Exceptional Factors** to handle such cases, which outlines the type of exceptional, short-term events that are considered as Exceptional Factors, and what students need to do to make an Exceptional Factors claim. Please note that writing-up fees will not be charged for students with Exceptional Factors.

SECTION D: OTHER POLICIES AND PROCEDURES



There are further policies and procedures of the University which are relevant to your studies at the University but are not intended to form part of your Student Contract. Some examples are:

1. STUDENT PREGNANCY MATERNITY AND ADOPTION GUIDELINES

Manchester Met believes that becoming pregnant or caring for a child should not prevent any student from succeeding, and is committed to showing flexibility to facilitate a student's success. The **Student Pregnancy Maternity and Adoption Guidelines** cover any student who becomes pregnant during their studies or gives birth during their studies. It also covers any student who is the partner of someone who is pregnant and expects to be responsible for the child, and any student becoming a parent.

2. ARRANGEMENTS FOR STUDENTS WITH A DISABILITY

Manchester Met is committed to inclusivity and equality of opportunity for all students. To support this, the University has in place a formal **Assessment Arrangements for Disabled Students Policy** to support the development of Personal Learning Plans for students with a disability and make reasonable adjustments to assessments to ensure students with a disability are not disadvantaged. More information is available on our **Disability Support website**.

3. ENVIRONMENTAL SUSTAINABILITY POLICY

Environmental Sustainability is at the core of much of Manchester Met's estate, and the University aims to create an environment where students and staff work together to create a sustainable university with a positive environmental impact. To help achieve this, the University has in place an **Environmental Sustainability Policy** which provides an overview of responsibilities and objectives to support this goal.

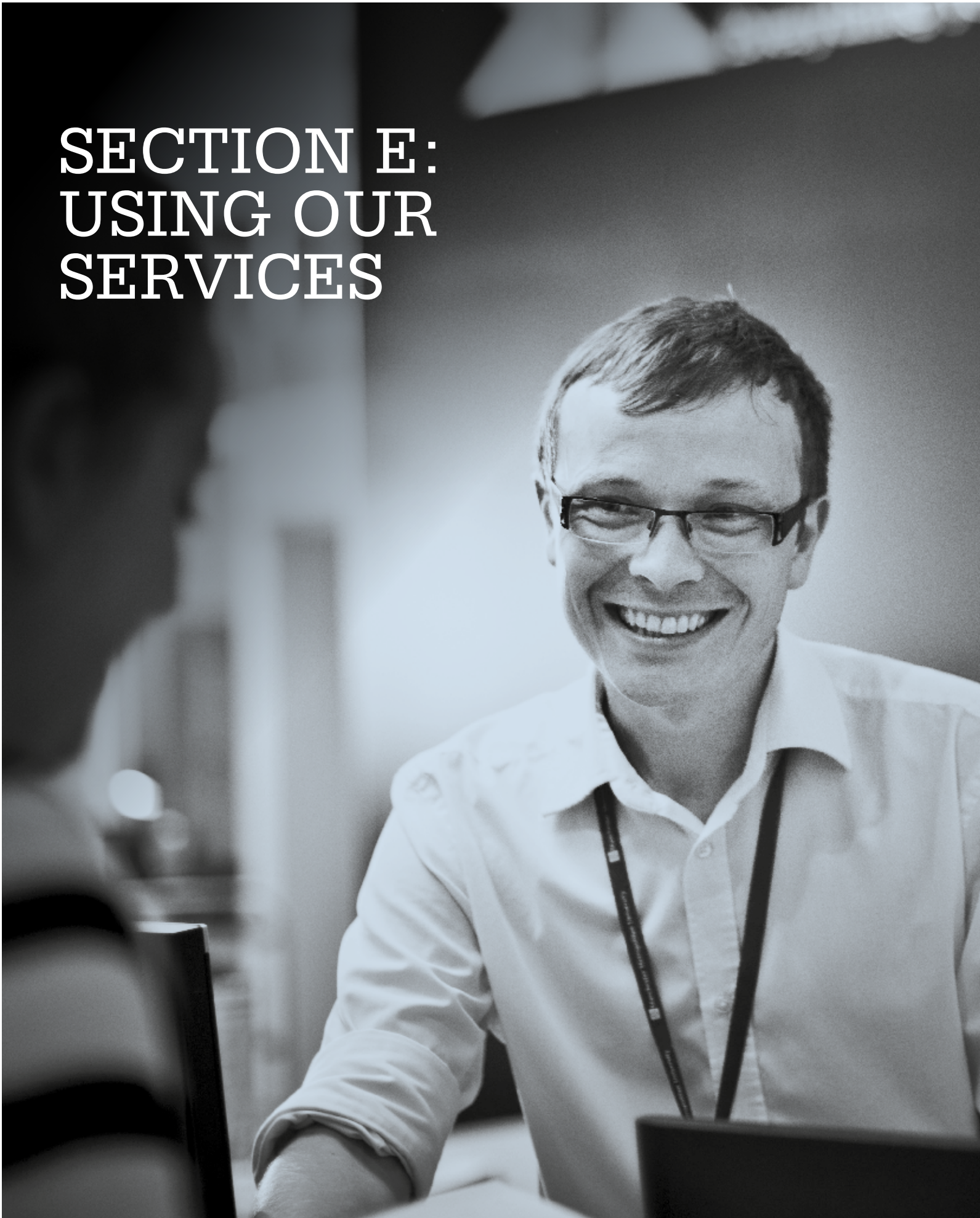
4. WHISTLEBLOWING POLICY

The **Whistleblowing Policy** sets out the University's response to the Public Interest Disclosure Act 1998 (as amended). The Policy is intended to assist individuals who believe they have discovered malpractice within the University.

5. OTHER POLICIES

The University has a comprehensive set of policies, procedures and regulations which govern its operation including those relating to the **Safeguarding of Children, Young People and Vulnerable Adults** (in accordance with applicable safeguarding legislation), **Freedom of Speech** and the University's **Prevent Duty**. More information is available on the University's **Policy, Regulations and Legal Notices website**.

SECTION E: USING OUR SERVICES



Please see **Section A17** of the Terms for further information about using certain University services. This section of the Important Information for Offer Holders document is not intended to form part of your Student Contract and is provided for information only.

1. IT SERVICES

The Global Online virtual learning environment is integral to the Global Online Programmes and provides programme related materials and learning activities. It is also used to deliver and manage assessment. You are expected to actively engage with the virtual learning environment; the University monitors engagement.

Use of Manchester Met's IT facilities (including email) is subject to a suite of **Information Security Policies and Procedures**. These include the Policy on **Acceptable Use of University IT Systems**, **Student Regulations for Use of University Computing Resources** and the **Information Security Policy**.

2. LIBRARY SERVICES

All students who use the Library or Library facilities must do so in accordance with the **Library Rules and Regulations**, and failure to do so may result in action being taken under the **Student Code of Conduct**.

3. INCLUSION AND DISABILITY SERVICE

Manchester Met is committed to providing equal opportunities in education for all students. The

Disability Service provides information, advice and support to current and prospective students with a disability about the support and resources which are available to them, both via the University and from other external agencies. The service also provides **Inclusion Support** for students who are carers, studying whilst pregnant, care leavers and estranged from their family.

4. COUNSELLING, MENTAL HEALTH AND WELLBEING SERVICE

The **Counselling, Mental Health and Wellbeing Service** provides professional support for students who are experiencing difficulties with their mental health or wellbeing. The team offer one-to-one counselling and mental health appointments, access to online resources, and a programme of **workshops and courses** including managing anxiety, overcoming low mood and building resilience.

5. CAREERS AND EMPLOYABILITY SERVICE

The **Careers Service** plays a key role in supporting students to achieve their career goals through a combination of learning resources and advice. We offer impartial, high quality information, advice and guidance to students, graduates, university staff and employers relating to employability and the graduate labour market. Our students can access our digital resources including our online careers centre 24/7 and receive email advice via our Ask a Question service.

Careers staff are employees of the University but advice and guidance is always impartial and in the best interests of each individual.

SECTION F: STUDENTS' UNION POLICIES



WELCOME TO THE UNION

This section of the Important Information for Offer Holders document is not intended to form part of your Student Contract and is provided for information only.

1. STUDENTS' UNION ARTICLES OF GOVERNANCE

As an autonomous organisation, The Union publishes and makes available its **Articles of Governance** to all students. This document sets out how the Union operates, how decisions are made and how transparency and accountability is ensured. The document also sets out your rights and responsibilities as a member of the Students' Union. Registered students of the University will become automatic members of the Union but you have the ability to opt-out of membership.

2. STUDENTS' UNION SUPPORTING BYELAWS

Alongside the **Articles of Governance**, The Union has in place a number of **Supporting Byelaws** that relate to key aspects of its governance and operation. These byelaws outline the role and portfolio of elected Sabbatical Officers, alongside their period of office, the rules and regulations that govern elections held by the Students' Union, student societies and financial regulations.

3. STUDENTS' UNION CODE OF CONDUCT

The Union has in place a **Code of Conduct** that sets out the minimum standards of behaviour expected by all members. All members are required to adhere to the standards outlined in the **Code of Conduct** throughout the full duration of their studies at Manchester Met, and failure to do so may result in membership of the Students' Union being terminated.

SECTION G: USEFUL CONTACTS

Global Online Student Recruitment Team

+44 (0)161 880 4721

globalonlineenrolment@mmu.ac.uk

Global Online Student Success Team

+44 (0)161 880 4722

globalonlinestudentsupport@mmu.ac.uk

Disability Service

+44 (0)161 247 3491

disability.service@mmu.ac.uk

[mmu.ac.uk/student-life/wellbeing/
disability/](http://mmu.ac.uk/student-life/wellbeing/disability/)

Inclusion Service

+44 (0)161 247 3491

inclusion.service@mmu.ac.uk

[mmu.ac.uk/student-life/wellbeing/
inclusion/](http://mmu.ac.uk/student-life/wellbeing/inclusion/)

Counselling, Mental Health and Wellbeing Service

+44 (0)161 247 3493

counselling@mmu.ac.uk

mmu.ac.uk/student-life/wellbeing/

Students' Union Advice Centre

+44 (0)161 247 6533

s.u.advice@mmu.ac.uk

theunionmmu.org/advice-centre