

# IMPORTANT INFORMATION FOR UNDERGRADUATE OFFER HOLDERS

2022/23



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## INTRODUCTION

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
- Your Obligations as a Student
- Assessment, examinations and coursework
- The Student Code of Conduct
- Visa responsibilities and requirements
- Fees and financial matters
- Using certain University services including the Library, IT equipment and Wi-Fi
- 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 & CONDITIONS

### Terms and Conditions Applicable to the Provision of the University's Educational Services for Undergraduate Students

#### Introduction

Welcome to the Manchester Metropolitan University's general Terms and Conditions for Undergraduate Students. 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 (or re-enrolling) with us.

It isn't 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're providing a lot of information to you so we've also included a number of annotations to try to explain in plain language some key points. The annotations don't form part of our contract but we hope they help you; there's no hidden small print and we've tried to make sure that our Terms and Conditions are easy to understand and fair.

From here on in, we'll refer to Manchester Metropolitan University as "the University", or "Manchester Met" and to you as "you" or a "student", an educational programme of study as a "programme" 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.

#### Programme Information

Our printed prospectus is intended to provide an overview of our programmes of study and the University. It is developed well in advance of the start of the academic year and therefore the information within the printed prospectus reflects the programmes as they are at that time. Our **online prospectus** contains the most up-to-date information on our programmes, so please check back regularly, including before you apply for a place and again before you accept your offer. We regularly update our **online prospectus** so that our published programme information is accurate and up to date.

#### 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 may be involved, please see **Section 14** of these Terms.

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

At its heart, it is a contract between you and the University 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 (we have called this 'the Contract' throughout these Terms).

Successful provision of the services relies upon a strong partnership between you, staff and the University. Underpinning the partnership are 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) and also at the following link: **Policies, Regulations and Legal Notices**. We have explained these documents further in **Section 7**.

Please do read these Terms and all other information provided to you with your Offer Letter (which we have described in Section 5.3) 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.

We are required to provide you with details of who we are and our contact information in connection with this Contract. We appreciate you may already have this information but so you can find it easily, we have set this out again in **Section G**.

## 2. WHEN IS OUR CONTRACT FORMED?

The Contract between you and the University is formed when you accept our offer of a place, although 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 and/or set out in your Offer Letter (as described in **Section 3** below).

You will also need to enrol with us before the start of each academic year during your programme of study with us. Once you have enrolled in your first year, you will be registered for the duration of your programme but you will still need to re-enrol each academic year. During enrolment and re-enrolment you will be reminded of these Terms 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 Programmes, and if you receive an offer you will receive a letter offering you a place (the "Offer Letter"). Your Offer Letter will be accompanied by the Important Information for Offer Holders Document and Key Facts document – we have described these documents in more detail in **Section 3**.

Your offer may be conditional or unconditional, and you will need to carefully read your Offer Letter to see if and 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 and the Offer Letter will make this clear to you. If you do not meet any such requirements, we may either: withdraw your offer, terminate the Contract as described in **Section 18** or defer your application or entry to the next academic year or another start date within the academic calendar. 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 a satisfactory Disclosure and Barring Service check, occupational health check, references. We will highlight any non-academic conditions within your Offer Letter. Some conditions may appear on your UCAS offer but we will link to them from our offer letter. 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 THE CONTRACT?

We have set out in this section the documents which make up your Contract with the University. You need to be aware that when you accept your offer, you will be agreeing to these documents including these Terms and the documents we have signposted to you within these Terms. There may be additional terms and conditions relating to different University services but we will let you know if that is the case and you'll have the opportunity to read and consider these before you access or use those services.

This Contract is made up of the key documents listed below (we call them the "Key Contract Documents"). These are:

- Your Offer Letter, and any other document we have referred to within it, including the Key Facts about your programme of study (including the core components of your programme of study and the fees). 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 student 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** for further information on the procedure to follow and the grounds for raising a complaint or appeal.

- The Important Information for Offer Holders Document provided with your Offer Letter. This document provides an overview of the key terms, conditions, regulations, policies and procedures relevant to life and studying at the University. You should ensure you read this document carefully.
- The regulations, policies and procedures referred to within The Important Information for Offer Holders Document. You will find the current versions and more detailed guidance on these **here** (as relevant to your year of study and setting out the regulations and policies in place). There is also a helpful summary of each policy or procedure within the Important Information for Offer Holders Document 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. The Faculty you are a part of may have additional policies or procedures which will be brought to your attention.
- These Terms are applicable to the provision of the University's educational services for undergraduate students and any other document referred to within them (unless we have expressly told you a document is 'non- contractual'). The Terms are included within the 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 17**, will be available on our **Terms and Conditions web page**.
- 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. We will tell you if there are any new regulations, policies and procedures that you need to comply with.

In addition to the Key Contract Documents set out above, some programmes of study may require you to:

- Agree to supplemental terms and conditions, for example, if you are studying on a professional programme or undertaking a placement (e.g., studying at a partner university, completing a

- work placement at a partner organisation, etc).
- Agree to the terms and conditions of other third parties, such as a sponsor or funder, placement provider, 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 normally 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 virtual learning environment access.
- Sometimes it might be necessary to change parts of our Contract with you. Where we need to make any significant changes to the Contracts, we will manage such changes in accordance with **Section 14**.
- Once you accept your offer you will usually have a time-limited legal right to cancel your Contract with us (commonly known as a cooling-off period). Please see **Section 19** below for further information on how to cancel.



## 4. UNIVERSITIES AND COLLEGES ADMISSIONS SERVICE (UCAS)

We want to explain the role of UCAS and let you know when your Contract with us is created.

As an undergraduate student, you will usually have applied to the University via the **Universities and Colleges Admissions Service** ("UCAS"). UCAS acts as an intermediary between you, as applicant, and the University. Although you can accept an offer of a place on the UCAS portal, please wait until you receive our formal Offer Letter so that you can fully consider the information provided by us and the terms, conditions, regulations, policies and procedures that will apply to your studies, before you accept the offer of a place. We only consider our Contract to be formed when you accept our offer.

## 5. DURATION OF THE CONTRACT

### How Long is the Contract?

The Contract will continue for the duration set out in the Key Facts provided with the Offer Letter unless terminated or extended by you or us in accordance with these Terms. The maximum period of study is as set out within the Key Facts document unless otherwise agreed in accordance with the University's applicable regulatory framework.

**IMPORTANT:** We provide further information on how you, or the University, can end our Contract in **Section 18 and 19**.

### 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, bursaries or scholarships and University services and facilities currently described at the time of your original offer may change (or not be available) for your deferred year of entry. At the appropriate time, we will write to you to provide a new offer for your new year of entry and once published, will provide you with an updated Key Facts and Information for Offer Holders document.

## 6. YOUR OBLIGATIONS

Alongside the obligations in these Terms, the University has developed **Our Commitment Statement**. The Commitment Statement 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 Commitment, it is not intended to be legally binding or to form part of the Key Contract Documents.

There are some important obligations that we expect you to meet under your Contract and we have described these below.

### Specific Obligations

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

- Play a full and active role in progressing your studies at the University and fully engage with any attendance registration or monitoring methods that are in place in line with the **Student Engagement Policy** which we have provided to you. You should let the University know if you cannot attend classes or cannot continue to engage with your programme for any reason. If you are an international student, please refer to the **Your Visa, Your Responsibility** document for further information on requirements applicable to you;
- As well as complying with these Terms, all other terms described in the Key Contract Documents and the regulations, policies and procedures set out within the Information for Offer Holders document, you should also familiarise yourself with any programme specific information provided to you including within any programme handbook that is provided to you;
- 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;
- 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 Contract or discontinuation of your studies;

- Pay all fees and other charges when due. Details of your tuition fees and other charges you can expect to pay are set out in the Key Facts document which we provided with your Offer Letter. Please also refer to **Section 13** for further information on fees and finance;
- 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** on campus and within the community;
- 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, attending seminars, tutorials and meetings with tutors, engaging with group learning (where applicable), spending appropriate time on private study and completing all required assessments by the dates set, unless, exceptionally, a variation is approved through the appropriate University procedure. You agree to participate in any attendance monitoring procedures of the University and will meet any minimum attendance requirements for your programme;
- Act in a courteous and responsible manner during your time as a student and within the community (including whilst on placement or exchange), including taking reasonable care for your own safety and the safety of others. You must comply with any reasonable instructions we provide to you about health, safety and security and comply with our **Health and Safety Policy**. In particular, we may put in place specific health and safety policies which will apply to you when you are on any of the University's campuses (including in our halls of residence) or using any of the University's facilities. Sometimes, we may need to add new policies and procedures or change existing ones quickly in order to respond to an immediate health or safety threat (such as an epidemic or pandemic) or where particular requirements are imposed on us by (for example) the government or other local authorities or public health authorities. We will tell you about any such policies and procedures and we will let you know as quickly as possible about any changes to such policies and procedures. We ask you to comply with these policies and procedures in order to ensure your safety and those of others around you;
- Collection of your student card is the last step of the enrolment process, once you have

completed online enrolment, photo upload and ID verification. Information will be provided on the dates and times ID cards are available to collect on campus. The University may post cards out to selected groups of students. Students on Distance Learning programmes must request an ID card, if desired, by emailing **student\_idcard@mmu.ac.uk** with their full name, student ID and mailing address.

- You must carry your student identification card with you at all times when you are on campus. You may need to show this to authorised representatives of the University and will need this to access a range of University services. You agree to provide us with all information and assistance reasonably required to provide you with your student identification card (including providing us with a passport-style photo which we will put on your student identification card).

## 7. THE UNIVERSITY'S REGULATIONS

You agree to comply with the Terms and all Regulations, Policies and Procedures referred to (i) within the Information for Offer Holders Document provided to you with your Offer Letter and (ii) at enrolment, and all policies and procedures referred to within.

### Are There Any Particularly Important or Surprising Terms?

If there are any particularly surprising conditions or information about your programme of study, we'll 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 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**
- **Student Code of Conduct**
- **Student Transfer, Suspension and Withdrawal Policy**

### 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. This policy 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.

**Click here for more details.**

#### 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 Rules and Regulations for the Use of Computing Facilities;**
- **Non-compliance with student visa requirements;**
- **Terms and Conditions of University accommodation.**

Further information on these rules and regulations can be found below. The **Student Code of Conduct** does not deal with academic misconduct which is addressed in the **Procedure for Handling Academic Misconduct**

#### Student Transfer, Suspension and Withdrawal

Manchester Met 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 **Student Transfer, Suspension and Withdrawal Policy** 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;
- Expulsion for intentionally overstaying immigration permission to be in the UK;
- 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 an international student, this policy also contains

information specific to your student visa status so please read it carefully.

If you are considering withdrawing from your programme, always make sure you discuss this with your Academic Tutor or Programme Leader 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 **Student Hub** for help and advice. The Hub may direct students to other sources of guidance as appropriate.

## 8. CRIMINAL CONVICTIONS

As part of the University’s duty of care to students, staff and those people a student may come in to contact with directly in relation to his or her studies, we require all applicants who accept an offer of a place to let us know of any relevant, unprotected, and unspent criminal convictions which are not considered ‘protected’.

For both Regulated Courses and Non-Regulated Courses, applicants should not declare convictions, cautions, warnings or reprimands which are deemed ‘protected’ under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013). A conviction or caution can become ‘protected’ as a result of a filtering process. Guidance and criteria on the filtering of convictions and cautions can be found on the **Disclosure and Barring Service website**. Any such “protected” convictions or cautions shall not be deemed relevant.

#### Why Do We Ask For This Information?

This is to enable us to identify, assess and manage the potential risks to the University community, and/or to offer support where appropriate. This includes considering risks arising of you living in University accommodation.

For further information on what is ‘relevant’ and ‘unspent’ or ‘unprotected’ please see **Disclosure of Criminal Convictions**.

#### Applicants to Regulated Profession Programmes

Certain programmes that involve interacting with children or vulnerable adults in regulated activities; and/or require a criminal records check via the Disclosure and Barring Service (DBS) (or local equivalent) are exempt from the Rehabilitation of Offenders Act (1974). Where this applies to you, we have indicated this in the Key Facts document provided with your Offer Letter (or in your offer

letter) where this is the case. This means that for these programmes, the University requires disclosure of all convictions, including spent convictions, cautions and bind-over orders excluding information which is considered protected as per the DBS filtering guidelines.

For such programmes, we ask about criminal convictions for the following reasons:

- To determine your suitability including to work in the professional environment associated with your course. We also need to assess whether you would be able to undertake the mandatory work placements required as part of your course;
- To carry out appropriate risk assessments to identify, assess and manage any potential risks to the University community.

Before you start such programmes, you will also need to complete an enhanced criminal convictions check with the Disclosure and Barring Service (DBS) or equivalent process for overseas applicants. However, we ask you to self-declare at an earlier stage so that we have time to collect further information and assess the information provided as early as possible. If you undertake a programme that requires an enhanced DBS check, the information you provide at this stage will be used to assess your suitability to undertake your chosen programme, including placements involving regulated activity and, where relevant, to enable discussion in terms of meeting 'Fitness to Practise' criteria, ahead of applying for a DBS Enhanced Disclosure Certificate.

If the DBS check reveals that you have had a conviction, caution, reprimand, final warning or bind over, the University will need to assess your fitness to practise in the profession to which you have applied.

#### What happens if I declare a conviction?

If you declare a criminal conviction we will ask you to provide further information and you have an obligation to do so.

Disclosure of relevant, unspent convictions will be considered by the University's Risk Panel. For further information, refer to the University's **Risk Policy and Procedure for Applicants with Criminal Convictions**.

Any disclosure is considered separately from the academic assessment of your application. You will have the opportunity to comment on our risk assessment.

Disclosure of convictions by applicants to programmes that require a DBS check, will, where relevant, be considered by the University's Risk Panel in the first instance. A Faculty panel may

also be used for assessing the suitability of applicants whose Self Declaration Form contains information about offences, cautions, convictions or other matters or concerns. For further information on the current University DBS policy and procedure, please visit **Disclosure of Criminal Convictions webpage**.

#### Possible Outcomes

The University has the right to:

- Refuse enrolment at the University and/or to terminate a student's Contract where, following a risk assessment or professional suitability/DBS (or equivalent overseas) assessment the University's decision is to refuse admission and study at the University.
- Impose conditions and/or restrictions on a student's offer, admission, enrolment or study at the University to help manage any risks identified

We may withhold enrolment and/or commencement at the University where a prospective student fails to provide appropriate information or pending a risk panel or professional suitability/DBS (or equivalent overseas) assessment.

#### What if I am convicted of a relevant criminal conviction at a later date?

As from acceptance of an offer to study with us, all prospective students (and students on an ongoing basis throughout their studies) must declare promptly any relevant criminal convictions. Students will be asked to provide information on any relevant convictions that have not already been disclosed to the University, at enrolment and re-enrolment each academic year. Please see **Disclosure of Criminal Convictions webpage** for further guidance on relevant convictions.

#### Data Protection for Criminal Conviction Data

The University manages the personal data you provide in accordance with the UK's General Data Protection Regulation (UK GDPR) and the University's **Data Protection Policy**. The University has conducted a specific Data Protection Impact Assessment which guides our processing of criminal conviction data. For information about us, how we use your personal data, our lawful bases for processing, our relevant retention and disposal periods, your applicable data subject rights and our contact information please see our specific self-declaration privacy notice, our **Privacy Notices**, the **Use of Conviction Data Privacy Notice** and the main **Privacy Notice for Students**.

## 9. DISABILITIES

The University is committed to supporting disabled students 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 the University's **website** and within **Section E** of the Important Information for Offer Holders document.

## 10. INTERNATIONAL STUDENTS

It is important that all international students read our guide on international visas, **Your Visa, Your Responsibility**, for further information. This document explains the reporting and record-keeping duties of the University. It also explains what you need to do during your studies at the University to protect your immigration status in the UK. As an international student you will need the correct visa to study and will need to ensure you comply with all immigration requirements. By enrolling with the University, you agree to meet these responsibilities, including supplying any visa documentation required at enrolment and meeting any attendance monitoring processes of the University notified to you. If you do not, it may affect your stay in the UK. There are certain circumstances in which we may need to report to the Home Office and/or suspend or withdraw you from your studies. Please read the **Your Visa, Your Responsibility** guidance with care.

Although the University has prepared the **Your Visa, Your Responsibility** guide to help students better understand their sponsorship duties, it does not provide a full statement of requirements and prospective students and students remain fully responsible for making sure they understand and abide by current immigration rules and guidelines that apply to them. The Home Office updates its policies and the law is subject to change within an academic year so please stay up-to-date.

## 11. SPECIFIC REQUIREMENTS FOR PROFESSIONAL PROGRAMMES

Some of our professional programmes, including those involving practice placements, may require you to complete an occupational health check and/or a criminal conviction disclosure check with the Disclosure and Barring Service "DBS" (or if you are an international student a similar check from your home country). If this is required, we will usually inform you of this within the Key Facts document provided with your Offer Letter.

There may be circumstances where a DBS check is not a requirement of a course. However, having a criminal conviction could prevent registration with a relevant professional, regulatory or statutory body ("PRSB"). Before applying for a programme, prospective students are strongly advised to make their own checks as to whether a previous conviction may have an effect on future studies, professional career progression or the ability to register or join a particular PRSB. This is the responsibility of students.

For regulated professions, prospective employers may make their own assessments regarding an individual's fitness to practise in the relevant profession.

#### Professional Suitability and Fitness to Practise

Some programmes of study will require you to register with a PRSB and/or to practice under licence. It is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities), are made to the University during the admissions process and during the period of study, and that you comply with all relevant rules and regulations during study (and placement, if appropriate), including paying any associated registration or licence fees and maintaining any licences, registrations or consents. The University will use its reasonable endeavours to support students in meeting fitness to practise criteria but accepts no responsibility in the event that a student is declared not fit for practise.

Additional standards of behaviour may also be expected of students studying for a qualification that is accredited or recognised by a PRSB for the purposes of a form of registration with that body.

The **Procedure for the Suspension and Expulsion of Students from Programmes on Grounds of Professional Unsuitability** applies to programmes that include, or lead to, a professional qualification or confer practitioner status. Concerns about the professional unsuitability of students will be dealt with under this procedure. In addition, if through the operation of the procedure in the **Student Code of Conduct** a student is found to have committed misconduct, this might constitute a ground for taking action under the **Professional Suitability Procedure**.

We may be obliged to share student information with relevant professional, statutory or regulatory bodies.

## 12. PLACEMENTS

Some placements may be a compulsory part of your programme and you may need to complete certain attendance, or specialist requirements to achieve the learning outcomes of your programme. Other placement opportunities may be optional, and, in some circumstances, you may be responsible for locating and applying for a placement. Certain placement arrangements will require you to enter into a separate placement agreement with your placement provider and/or the University covering areas such as confidentiality, intellectual property and the scope of your placement. Students on placement will be subject to the **Student Code of Conduct** and associated procedures of the placement provider. Please see the Student Code of Conduct for further information. The University will not be responsible for any act or omissions of third party placement providers.

## 13. FEES AND FINANCE

### Fees and Payment Arrangements

It is very important that you read the **Regulations for the Payment of University Fees** as relevant to your programme of study. 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. You will find extensive guidance for students on a wide range of issues relating to the payment of fees and deposits (if applicable) on our **Finance website**.

It's 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'll expect you to plan well and pay on time. Occasionally, we need to apply sanctions for non-payment of tuition fees. Please read this section alongside our **Regulations for the Payment of University Fees**.

### Tuition Fees

Your tuition fee will be set out within the Key Facts document that accompanies your Offer Letter (save for in circumstances early within the recruitment cycle where the fee may not yet have been set, for example, if we are awaiting Government fee policy confirmation). Applicants will be assessed by the University as either: Home, Overseas or Channel Islands students. This tuition fee status assessment will impact the level of the tuition fee that you will be required to pay. The University has the right to reassess or rescind a tuition fee status where information comes to light that may affect a tuition fee assessment decision already made.

Please note that unless the Key Facts document states otherwise, your tuition fee does not cover those costs or charges listed in the **section** below.

If you have any questions or concerns regarding your programme tuition fees, please contact Student Billings on 0161 247 2937.

Tuition fees are set by the University and, for certain categories of fees, we are guided by Government policy and Parliamentary regulation. Programme tuition fees may be subject to an inflationary increase and/or an increase due to changes in the law or government requirements. Your Key Facts document will advise if you need to check for any annual increases to your tuition fees, in line with government policies. Any queries can be directed to Student Billings on 0161 247 2937.

Overseas paying students will continue to pay the same annual fee for the duration of their programme, providing there are no programme transfers or changes to the original study mode, and progression through the programme is within the normal timeframe. Should students need to suspend studies or repeat any part of the programme, a higher fee structure may apply.

Overseas paying students progressing directly from a Manchester met foundation year to a linked degree programme will continue to pay the same annual fee for the duration of the degree programme, providing there are no programme transfers or changes to the original study mode, and progression through the programme is within the normal timeframe. Should students need to suspend studies or repeat any part of the programme, a higher fee structure may apply. All queries relating to continuing student programme fees should be referred to the Student Billings team.

Manchester Met students on an exchange or work placement year abroad may be eligible for reduced tuition fees depending on the length of time spent abroad. Please refer to **Tuition and Other Programme Fees** for further information on fees for students on a period of study or work abroad.

### Additional Costs

Unless your Key Facts document states otherwise, your tuition fee does not include any charges for: third party examinations; University re-sits; professional body fees; disclosure or barring or occupational health checks; living expenses (including, where relevant, the cost of any accommodation provided by the University); 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 external internet access). If there are any compulsory additional costs associated with your

specific programme, they will be indicated within your Key Facts document.

Important information for all students taking re-assessments or re-sits can be found at **Assessment webpage**.

### Fees and Suspension or Withdrawal

You may be required to pay a proportion or all of your fees if you withdraw or suspend from your studies. For more information on how we calculate fee responsibility or refunds, please see the **Regulations for the Payment of University Fees** document. Please note that withdrawing from, or suspending your studies, may also have implications for your agreement with the Student Loans Company or other financial support you may be receiving or due to receive.

### Sponsored Students

You are personally responsible for paying your tuition fees, including if you are sponsored by a third party and they do not pay your fees as planned.

### Student Tuition Fee and Maintenance Loans

As an Undergraduate student, you are responsible for liaising with Student Finance / SAAS if you are funding your studies through a tuition fee loan. In the event that Student Finance / SAAS does not pay your fees, you will be obliged to pay yourself. If your loan application is approved, your funding authority will pay the University directly. Please note that students who repeat without attendance are not eligible for maintenance loans.

### 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 **Tuition and Other Programme Fees** for confirmation of the current amount payable per course unit. The RPL fee is reviewed annually and published prior to the commencement of each academic year. All RPL fees are non-refundable.

If you are considering submitting a claim for RPL 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 Admissions Tutor, Programme Leader or another academic member of the Programme Team. The **Student Hub** will be able to help you with contact details for these members of staff.

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' course 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 your advisor 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.

### Support Packages, Bursaries, Discounts and Awards

The University offers a range of support packages/ bursaries for students. The University's available financial support packages, bursaries, scholarships, discounts and awards are subject to change from year to year and may not be available in future years if you defer. 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 cohorts of a programme that can access different packages or benefits. Please refer to **Scholarships, Bursaries and Student Support** for further information regarding schemes offered from time to time and the associated terms and conditions.

### Financial Difficulties and Potential Consequences of Non-Payment

If you have any questions or concerns regarding payment of your tuition fees, please contact The **Finance Service Centre** on 0161 247 1852.

If you are studying at Manchester Metropolitan University on a student visa, please be aware that non-payment of your tuition fees is a direct breach of UKVI regulations and may result in your visa being brought to a close. If you are experiencing any financial difficulty, please contact the **Finance Service Centre**.

Please note that, ultimately, you may not be able to continue with your studies should you fail to pay your tuition fees. You must make sure that you pay



your tuition fees, and any other applicable tuition 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** document). These include, but are not limited to, restricting access to services as well as graduation bookings, withholding the degree certificate and/or taking action to legally recover any debts).

For a fuller list of the actions we may take, please read the **Regulations for the Payment of University Fees** document. If you find yourself in financial difficulty during your studies, please contact **Manchester Met's Student Financial Support**, the **Finance Service Centre** or the **Students' Union Advice Centre**.

#### Equipment and Loans

Unless otherwise specified within your Key Facts document you are responsible for providing all equipment required for your programme. Please take good care of any equipment we provide to you. There may be separate terms and conditions for any loan of equipment. You may need to pay for a repair or a replacement if equipment is damaged or lost / stolen. Further information will be given when we provide such equipment to you.

## 14. 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 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 and tick the declaration as confirmation of acceptance.

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 below 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 prospectus and supporting 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 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 a formal review of all of its taught provision in line with national, professional body and regulatory requirements. The aim of each programme review is to ensure, on a periodic basis, that the design, academic standards and quality of learning opportunities of existing programmes remain appropriate to the awards to which they lead, and are informed by reference to institutional regulations and policies, national benchmarks and relevant professional and employment demands. Programme review is normally carried out at 6-yearly intervals, but can take place at a more frequent interval where required. 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. To reflect changes in relevant laws, statutory, regulatory and/or professional body requirements (or those of placement providers) and/or sector regulation or best practice;
5. To implement technical or procedural changes to our IT systems or virtual learning environment;
6. To reflect withdrawal of or a change to any relevant accreditation;
7. Reviewing and refreshing optional modules. As indicated within our **online prospectus** the optional modules listed are indicative and may be subject to change. We do not guarantee that an optional course unit will always run in any given academic year as options may be dependent on varying factors such as the external and industry environment, current trends in research, student choice, numbers and staff expertise;
8. Altering the location of the programme. For example, following campus consolidation to allow the University to provide the best facilities and academic provision for its students;
9. Changes to your mode and frequency of study including but not limited to moving between face to face and virtual provision where reasonably required.

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 and materiality of the change) with

affected students (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; or
- A change to the availability of, or discontinuation, of a core course unit.

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

- Reasonable changes to the timetable for delivery of your programme;
- Reasonable changes to the number of classes/lectures and other 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;
- Changes to the location of your programme teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised in our literature;
- Additions and/or withdrawals of certain non-core modules 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 merging or discontinuation 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 **below**, but may also include circumstances such as where there is a change to accreditation or professional, statutory or regulatory body (PRSB) requirements, where there is a change to the external environment making delivery unviable or where academic or PRSB approval has not been

achieved. There may also be circumstances where we need to merge or combine programmes or units of study if such action is reasonably considered to be necessary by the University in the context of its wider purposes.

#### Before you accept our offer

If the University decides it needs to take any of the above 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.

#### Once you have accepted your offer and confirmed your place

If the University decides it needs to take any of the above action once you have accepted your offer and had your place confirmed, we 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.

## 15. CHANGES OUTSIDE OUR CONTROL

Sometimes, circumstances may arise which are beyond the control of the University which result in changes to your programme or your Contract. 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 or threatened acts of terrorism or a security threat;
- Damage or interruption to buildings, facilities or equipment;
- Severe weather conditions;
- The acts of any governmental or local authority (including but not limited to government or local authority imposed lockdowns or forced closures of the University campus or its facilities); or
- Where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education or affect the

viability to run the programme at a planned entry point.

#### Changes and Your Options

If the University changes your programme or Contract 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 legal right of cancellation and to any other remedy which you would be entitled by law to seek.

## 16. INTELLECTUAL PROPERTY

### Study Materials

Where downloadable study materials accompany your programme, these study materials will be made available to you. The University and/or its licensors, remain the owner of the intellectual property in your programme, the study materials and any content of your programme. As long as you pay your tuition fees to the University 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 programme. You must not use the study materials or programme content for any other purpose, if you do, this will infringe the University's intellectual property rights and/or those of its licensors.

You may not modify, re-publish, sub-licence, sell, upload, transmit, make available, or disseminate in any way any of the study materials or programme content we have provided to you. You may not modify, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the virtual learning environment, 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 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 your capacity as an employee.
- You will find a lot more information in our Intellectual Property Policy.

## 17. DATA PROTECTION

The University will hold and process your personal data including some sensitive personal data. Your data will be processed in accordance with our **Data Protection Policy**. Further information about what personal data you are required to provide to us and how we will use the personal information you provide to us can be found in our **Privacy Notice to Students**.

Where you are sponsored (e.g. by your employer) and such third parties may have a direct interest in your status as a student, information regarding your progression, performance and attendance may be shared with your sponsor.

You have certain rights in relation to your personal data. Your rights are set out in our **Privacy Notice to Students**, you will also find useful contact details in that document should you wish to exercise your rights. Please note that you are responsible for providing the University with up-to-date contact details and for maintaining the accuracy of this information whilst studying with the University.

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.

## 18. HOW WE MAY END OUR CONTRACT

We may end the Contract by giving you notice in the circumstances we have set out below. The length of the notice we will give to you will depend on why we need to end the Contract and will be determined in line with any relevant University policies or procedures. In serious circumstances, we may have the right to end the Contract with immediate effect and we will tell you when this is the case. We may end the Contract where:

- We become 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. This includes where we become aware that your original application to study with the University contained incorrect or missing or misleading information;

- You fail 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
- 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 fail to comply with your obligations under our Contract or you breach any of our regulations, policies, procedures and/or codes or the specific requirements of your programme (for example, any minimum attendance requirements) which we have told you about in [your Offer Letter or Key Facts document or in the Information for Offer Holders document];
- You fail to comply with requests for information, to make declarations and/or to meet specific requirements or conditions of your programme as specified in the Offer Letter or Key Facts document;
- Your circumstances change so that you no longer have permission to remain in the UK (where applicable) or we are required to withdraw you under our Home Office sponsor duties, your student visa is revoked or your continued registration would place us in breach of any legal or Home Office compliance duties;
- You fail 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 Procedure for **Suspension, Withdrawal and Engagement Support**, or **Professional Suitability Procedure**, subject to your right to appeal under those policies and procedures.
- You fail 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 or as a result of a decision taken under our Procedure for **Suspension, Withdrawal and Engagement Support**;
- If you do not pay your tuition fees by the specified due date for payment;
- If you are dismissed from a third party organisation which you are required to be a member of as part of your programme or for which your engagement with is required in order to achieve the learning outcomes of your programme. For example, where your employer

- is providing work-based learning or a clinical or professional placement and therefore completion of your programme is conditional upon you remaining an employee of that organisation;
- Your conduct or actions mean you are unable to complete a placement that forms a compulsory component of your programme and we are unable to find a suitable alternative placement;
- 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;
- A decision by the University's Risk Panel in accordance with **the Risk Policy and Procedure for Applicants with Criminal Convictions and Section 8** of these Terms. Or, following a decision in connection with the University's Policy and Procedures relating to the Disclosure and Barring Service process accessible from **Disclosure of criminal convictions** and as updated from time to time;
- Under other relevant policies and procedures of the University (in particular the **Student Code of Conduct** and/or the **Procedure for Expulsion on the grounds of Professional Unsuitability**) where a student has failed to declare a criminal conviction (where required) or has provided incorrect or falsified information or omitted or misrepresented information;
- You do not satisfy any non-academic conditions of your offer.

## 19. HOW YOU MAY END OUR CONTRACT

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

### Cancellation Rights

Where you have applied via the **Universities and Colleges Admissions Service**, although we provide you with the legal right to cancel, this does not mean that we will necessarily be able to amend your status with UCAS should you decide to cancel. Please refer to **UCAS** for further details on how to withdraw or amend an application submitted to UCAS.

You have a right by law to cancel your Contract with us within 14 days of the date that the Contract between you and us is made without giving any reason ("Statutory Cancellation Period"). Our Contract is made on the day that you accept your

offer of a place at the University. Therefore, this legal right to cancel will expire 14 days after the date on which you accept your offer of a place. To exercise the right to cancel, you must inform the University in writing at: The Manchester Metropolitan University, Recruitment and Admissions, 6 Great Marlborough Street, Manchester, M1 5AL; or by email to **release@mmu.ac.uk** of your decision to cancel your contract by providing a clear statement (e.g. a letter sent by post or e-mail). You may use the **Model Cancellation Form** but it is not obligatory. The University will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg by e-mail) 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 Statutory Cancellation Period has expired.

If you cancel your contract, we will normally reimburse to you all payments received from you (Please see our **Refunds** web page for further information). We will process the reimbursement without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel your Contract provided we have all relevant information. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise or unless restricted by law; in any event, we will not add any additional fees as a result of the reimbursement.



However, if you decide to terminate the Contract during the Statutory Cancellation Period but we have already started providing you with Services then we will refund you any amounts you have paid to us less an amount which is a fair payment for you to make for the services provided by us prior to termination of the Contract.

By accepting our offer, you will also be providing us with express consent, if relevant, to start delivering your programme within your Statutory Cancellation Period.

As well as your legal right to cancel in the Statutory Cancellation Period, we provide you with an additional right to cancel your Contract and withdraw from the programme at any time up to the date which is 14 days after your programme start date. However, depending on when you withdraw, you may still be responsible for paying your tuition fees (or a proportion of them). Please see below and the **Regulations for the Payment of University Fees** for further information ("Additional Cancellation Period").

A number of our programmes or the way they are delivered means that they will not amount to a consumer contract and will therefore not attract a right to cancel either in the Statutory Cancellation Period or Additional Cancellation Period in the way we have described in **Section 18** and **19** above). For example, certain commercial programmes delivered to you via an arrangement with your employer and certain programmes delivered primarily to advance your own knowledge in relation to your trade or profession.

If you 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).

If you have received any financial benefit, package or scholarship this must also be returned to us promptly either in full or in line with the any separate terms and conditions which apply to the relevant financial support package, benefit scheme, award, bursary or scholarship which you have received.

### Withdrawing From Your Studies

Your Contract with us will end if you withdraw. Find further information on withdrawing from your studies **here**. You are entitled to end your Contract at any time without reason, but if you do so after the expiry of the Statutory Cancellation Period and Additional Cancellation Period referred to in **Section 18** and **19** above you will not be entitled to receive a 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 as we have explained to you in the **Regulations for the Payment of University Fees**. 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**.

### Suspension

There are certain circumstances in which the University may suspend your registration or enrolment and/or access to facilities and premises. For example (but not limited to), pending an investigation under our **Student Code of Conduct**, pending consideration of a student's case by a **Professional Suitability** Panel, further to a decision taken under the **Student Transfer, Suspension and Withdrawal Policy**, for failure to comply with your student visa or Home Office requirements, 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 suspension date will be determined by the last date of engagement with your programme in line with the **Regulations for the Payment of University Fees**. You may remain responsible for paying your fees during any period of suspension.

## 20. OTHER SERVICES

There are rules and regulations relating to use of particular University services, such as IT facilities and Library and learning resources. The Information for Offer Holders document sets out further information on the services we agreed to provide under your 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

The University'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 the University's IT facilities (including email) is subject to a suite of **IT-related policies**. These include

the Policy on **Acceptable Use of University IT Services, Regulations for the Use of University Computing Resources** and the **Information Security Policy**. We have included a link to the full list of the University's IT policies below. Please read these policies carefully.

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.

**Click here for Manchester Met's IT Policies**

### Library Services

All students who use the Library or Library resources 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.

**Click here for more information**

### Other Services

The 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, for example residential accommodation and sports centre membership, amount to separate and distinct contracts and are therefore subject to separate contractual terms. You may also enter into separate contractual arrangements with other third parties such as a sponsor, your employer e.g., the NHS if you are on certain professional programmes. The Student Loans Company is not a part of the University and your contract for funding (if applicable) will be with Student Finance England directly.

## 21. 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;
- 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.

## 22. 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;
- The acts of any governmental or local authority.

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 in which we are required to comply with 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.

## 23. OTHER IMPORTANT INFORMATION

### Complaints

The University 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 that both students and staff 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 Procedure for Applicants** for further information.

You may be able to seek advice from the **Students' Union Advice Centre** and/or the **Citizens' Advice Bureau**.

## 24. GENERAL

### How We're Regulated

The 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 at **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 course, campus, or institution close. Our current Student Protection Plan can be accessed here. 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.

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.

## 25. OUR CONTACT DETAILS

You will enter your Contract with Manchester Metropolitan University. The University is a higher education corporation established under the provisions of the Education Reform Act 1988.

The address of the University is  
**All Saints Building,  
All Saints,  
Manchester,  
M15 6BH.**

Our telephone number is  
**0161 247 2000.**



# 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. 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 7** 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 23** of the Terms for further information.

## 3. FITNESS TO PRACTISE PROCEDURE

Where students are studying on programmes accredited or overseen by Professional, Statutory or Regulatory Bodies, Manchester Met has a responsibility to safeguard and uphold the professional standards of the professions it serves. The **Fitness to Practise Procedure** enables the University to maintain these standards, whilst supporting students undertaking professionally accredited qualifications. Please see **Section 18** of the Terms for further information.

## 4. 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 Undergraduate Programmes;
- The number of credits required to progress to each level of study;
- Requirements and practicalities in relation to re-assessment.

## 5. 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 7** 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 can't take into exams, the role of invigilators, how absence is managed. The potential consequences of a breach of **Exam Regulations** are explained in the procedure.

## 6. 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.

## 7. 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 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.



# SECTION C: FINANCE

## 1. REGULATIONS FOR THE PAYMENT OF UNIVERSITY FEES

You will find extensive guidance for students on a wide range of issues relating to the payment of fees and deposits (if applicable) on our **Finance website**.

Attending university 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 otherwise the University may be entitled to take certain steps against you including terminating its Contract with you and taking sanctions to legally recover any debts, as detailed in the **Regulations for the Payment of University Fees**.

Fees can be paid by a variety of options either during your enrolment or online at any time. All students paying their own fees are eligible for an instalment plan which allows you to spread the cost of your tuition fees in three termly payments. Please refer to **Paying University Fees** for further information. If you experience any difficulties, you

should contact the **Finance Service Centre** who will support you in this process.

You may be required to pay a proportion or all of your fees if you withdraw or suspend from your studies. For more information on how we calculate fee responsibility or refunds, please see the **Regulations for the Payment of University Fees** on our **Finance website**.

## 2. SUPPORT AND GUIDANCE

We recognise that you may sometimes need advice, help, support or guidance on a whole range of financial matters. If you find yourself in financial difficulty during your studies, you should speak to someone at the earliest opportunity and we will do our best to help you.

You can contact:

- The **Finance Service Centre**, located in the **Student Hub** at the Business School;
- The **Student Financial Support Team**; or
- The **Students' Union Advice Centre**

# 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 AND MATERNITY 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 and Maternity Guidelines** cover any student who becomes pregnant during their studies, gives birth during their studies and students whose partners are pregnant. 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. STUDY ABROAD

Manchester Met recognises the importance of an international outlook. The University offers a wide range of international student exchange experiences, ranging from 3 months to a full academic year. The majority of our exchanges are optional and subject to successful application and availability.

Eligibility criteria, information about potential destinations and an overview of financial considerations are **published online**.

## 4. 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. As a student of the University, we would ask you to engage with the environmental sustainability commitments of the University by engaging in extra-curricular opportunities and acknowledge your individual responsibility to take reasonable care for the protection of the environment and to use University resources responsibly to minimise environmental impact.

## 5. PUBLIC INTEREST DISCLOSURE POLICY

The **Public Interest Disclosure 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.

## 6. 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 Documents website**.



# SECTION E: USING OUR SERVICES

Please see **Section A20** 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. ACCOMMODATION

Manchester Met has a range of student accommodation in various locations. Each site offers different facilities, with accompanying prices. Students occupying student accommodation will be required to enter into **Terms and Conditions of Residence** and will be subject to a suite of related policies. The **Accommodation website** brings all of this together in one location.

## 2. 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 within the University and from other external agencies. The service also provides **Inclusion Support** to students who are carers, studying whilst pregnant, care leavers and estranged from their family.

## 3. 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.

## 4. 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, advice, events and work experience. We offer impartial, high quality information and advice to students, graduates, university staff and employers relating to employability and the graduate labour market. Our students can access high quality skills and careers resources 24/7, view and book employer events, workshops and one-to-one advice appointments, search for work experience and placements and much more.

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

## 5. OTHER SERVICES

Detailed information about core services and resources available from time to time to Manchester Met students is available from the **Student Hub**. These include:

- Food and Drink on Campus
- Met Card
- Part-time work
- Sport at Manchester Met
- Transport and Travel
- Volunteering

# 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

## Recruitment and Admissions

6 Great Marlborough Street  
Manchester  
M1 5AL

0161 247 6969

[mmu.ac.uk/contact/course-enquiry](https://mmu.ac.uk/contact/course-enquiry)

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## Student Services

0161 247 1000

[mmu.ac.uk/student-life](https://mmu.ac.uk/student-life)

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## Disability Service

0161 247 3491

[disability.service@mmu.ac.uk](mailto:disability.service@mmu.ac.uk)

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

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## Inclusion Service

0161 247 3491

[inclusion.service@mmu.ac.uk](mailto:inclusion.service@mmu.ac.uk)

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

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## Counselling, Mental Health and Wellbeing Service

0161 247 3493

[counselling@mmu.ac.uk](mailto:counselling@mmu.ac.uk)

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

## International Office

[international@mmu.ac.uk](mailto:international@mmu.ac.uk)

[mmu.ac.uk/international](https://mmu.ac.uk/international)

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## Student Financial Support

0161 247 1045

[mmu.ac.uk/student-life/finance/support](https://mmu.ac.uk/student-life/finance/support)

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## Finance Office

**Student Hub** at the Business School

0161 247 1852 [Finance Service Centre]

0161 247 2937 [Student Billings]

[mmu.ac.uk/student-life/finance](https://mmu.ac.uk/student-life/finance)

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## Students' Union Advice Centre

Second Floor  
Students' Union Building

0161 247 6533

[s.u.advice@mmu.ac.uk](mailto:s.u.advice@mmu.ac.uk)

[theunionmmu.org/advice-centre](https://theunionmmu.org/advice-centre)