

# **Important Information** for Postgraduate Research Offer Holders 2024/25

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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.

Jaren Hore

**Professor Karen Moore** Chief Operating Officer



# Section A: Your Student Contract Terms and Conditions

Terms and Conditions Applicable to the Provision of the University's Educational Services for Postgraduate Research Students

#### Introduction

Welcome to the Manchester Metropolitan University's general Terms and Conditions for Postgraduate Research 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 with us. It isn't practical 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", to you as "you", a "student", a "researcher" or a "postgraduate researcher", an educational programme of study as a "programme" and to these Terms and Conditions as the "Terms". Within this document, where the term "student" is referred to, this relates to a policy that is applicable for all students across the University, i.e. undergraduate, taught postgraduate and postgraduate researchers.

Please note that during your time as a postgraduate researcher 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**

For up-to-date information on our programmes of study, please refer to the University's **Research Study website**.

Information relating to our research areas of strategic strength that are world leading and internationally excellent is also available on the University's **Research website**.

#### **Changes to programmes**

Please note that our programmes are subject to review and development on an ongoing basis. Changes may sometimes be necessary. 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 11** of these Terms.



# 1. What is the contract between you and the University?

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

Successful provision of the services relies upon a strong partnership between you, staff and the University. Underpinning the partnership is a number of regulations, policies and procedures and you will find further information within the **Policies, Regulations and Procedures** on the **Graduate School website** for Postgraduate Research Students and the Important Information for Offer Holders document provided with an offer. Please do read these Terms and all other information provided to you with your Offer Letter carefully to make sure you understand what the University agrees to provide and what you will need to comply with and do. It is your responsibility to make sure that all the information you provide to the University is accurate and true.

## 2. When is our contract formed?

The Contract between you and the University is formed when you accept our offer of a place, though in order to commence your postgraduate research degree you may need to satisfy certain conditions or requirements, as notified to you during the recruitment and admissions process. You will also need to enrol with us. Once you have enrolled with us 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 the Terms and Conditions that apply to your studies and time at the University.

#### Your offer

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

Your offer may be conditional or unconditional, and you will need to carefully read your Offer Letter to see 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. If you do not meet any such requirements, we may (as applicable) withdraw your offer, terminate the Contract as described in **Section 15** 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, and references. The University may update its entry criteria year on year so there may be a change in admission requirements for future applications.

#### What makes up your student contract?

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

- The Important Information for Offer Holders document provided with your Offer Letter and the regulations, policies and procedures referred to within it. There is a helpful summary of each policy or procedure and you can follow or enter the link to read the full policy, procedure or guidance. These policies and procedures are relevant to your studies so please familiarise yourself with them so you know what to expect. It's worth adding that your particular faculty 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 Postgraduate Research Students and any other document referred to within (unless it is expressly recorded as being non-contractual). The Terms are included within the Important Information for Offer Holders document and an up-to-date version of the Terms and Conditions including any amendments made from time to time in accordance with <u>Section 11</u> will be available at our <u>Terms and Conditions website</u>.
- The Regulations for Postgraduate
   Research Degrees and other associated
   Handbooks or Codes of Practice as relevant
   to your academic year of study and updated from
   time to time.
- Your Offer Letter and any other document referred to within. You will only be able to enrol with us if you meet both the academic and non-academic admission requirements. The University's **Admissions Policy** provides further information on the recruitment process. In the unlikely event you have a complaint about our recruitment or admission process, or wish to appeal an admissions decision, please see our **Appeals and Complaints Policy for Applicants** and **Student Appeals and Complaints Procedure for Applicants** for further information on the procedure to be followed and the grounds for raising a complaint or appeal.

Other regulations, policies and procedures that may, from time to time, be approved by the University's Academic Board, Executive Group or Board of Governors in order to assist in delivering educational services to students or admissions services to applicants.

In addition to the Key Contract Documents, if you have been successful in obtaining a Studentship through the University, you will be provided with a Studentship Letter of Agreement. If you have a collaborating establishment or a sponsor you will agree to the terms and conditions of other third parties, such as a sponsor or funder. If there is any conflict between a third party's terms and conditions and the University's Terms, the variation to standard practice will be outlined within the contract between the sponsor and the University.

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 and the **Research Data Management Policy**.

Collectively, the above (unless expressly stated otherwise within) will comprise your Student Contract (the "Contract"). The Contract governs the relationship between you and the University and applies from the date you accept your offer and during your enrolment. In the event we are required to make any significant changes to the Contract between us, we will manage such changes in accordance with **Section 11**.

Once you accept your offer, you will usually have a time limited legal right to cancel your Contract (commonly known as a cooling-off period). Please see **Section 16** for further information on how to cancel.

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

#### What happens if I defer?

If we agree to defer the start date for your programme (we cannot guarantee that this will be possible and there is no contractual right to defer), please note that the programme and its requirements, tuition fee and University services and facilities currently described at the time of your original offer may change for your deferred 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 Important Information for Offer Holders document.

## **3. Your obligations**

The University would like to welcome you to a community of postgraduate researchers. Postgraduate research study is an exciting and intellectually stretching journey where you will create new knowledge, expand your research field and become an expert in your area of research. Whilst studying for your research degree we would encourage you to participate fully in the range of seminars, events and developmental opportunities available to you within and outside of the University.

The University will provide high quality supervision and support structures to help you throughout your research studies (please see Guidance on Postgraduate Research Supervision on the **Research Degree Regulations webpages**). As a postgraduate researcher and high-level learner, the University in turn expects you to play a full and active role in progressing your research studies. Your responsibilities are outlined in the **Research Degrees Regulations webpages** and, if you receive a Studentship, there are further obligations outlined in the Studentship Letter of Agreement.

The nature of a research degree calls for a high level of commitment, motivation and self-discipline. Your attention is particularly drawn to the following obligations.

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

- Prior to accepting your offer, access the
   Research Degree Regulations webpages
   and Regulations for Postgraduate Research
   Degrees
   for your pathway and ensure that you
   read them and understand the contents, and, during the life of your studies keep up-to-date
   with any changes.
- Meet any conditions set out in your Offer Letter and continue to satisfy these conditions (where relevant) throughout the duration of the Contract.

#### Your Student Contract

- c. Enrol at the commencement of your research degree and then re-enrol annually until your degree is awarded unless you have a valid interruption of study authorised by the University. If you do not validly enrol or re-enrol you risk:
  - not being regarded as a postgraduate researcher of the University and may be denied certain University services;
  - 2. not being insured to be present on University premises; and/or
  - if you are in receipt of a Studentship, not being paid the amounts due to you from us under the Terms of the Studentship Letter of Agreement;
  - 4. being withdrawn from your research degree.
- d. Fulfil all the requirements of your research degree, including meeting all expected milestones in a timely way.
- e. Undertake the requisite number of hours (35 hours per week for full-time postgraduate researchers or around half of that for part-time) to ensure timely submission.
- f. Maintain regular contact with your Supervisory Team, other University staff and other postgraduate researchers. The nature of undertaking research studies means that you will be required to work independently with guidance from a Supervisory Team. We encourage you to contribute to the research community through participation in social media, seminars, workshops and events.
- g. Undertake induction sessions and participate in skills development opportunities both internal and external, details of which will be provided by the University. Postgraduate researchers are expected to spend a minimum of two weeks (one week for part-time) out of each year participating in skills development activities.
- h. Work within the **Research Governance Framework**, which is the broad framework and principles that the University uses to ensure that the quality of research is consistent with the high standards that are expected of a world-class university. Research Governance includes policies for ensuring that we are compliant with agendas such as research integrity, open access and research data management.
- As part of the support provided and your skills development, complete the online research integrity training and obtain all required ethical approvals during the course of your research degree.



- j. You must not plagiarise any material used in your thesis or research project. All work submitted must be your own, original work. The University expects the highest standards of research integrity and will investigate alleged research misconduct under the **applicable policies** and the **Academic Misconduct Policy**. The University may be required to give a legal warranty about this to any external funder.
- k. Submit work to your Supervisory Team to meet deadlines negotiated with your Team, submit work by deadlines required to meet annual progress review requirements as identified in the **Regulations for Postgraduate Research** <u>Degrees</u> and on the PGR Student Management System, and ensure that you submit your thesis and other relevant work for examination by your required thesis submission deadline date;
- 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.
- m. Pay all Fees and other charges when due.
- n. Behave in a manner consistent with the <u>Student Code of Conduct</u> on campus and within the community.
- o. 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.

- p. Participate in any engagement monitoring procedures of the University in place from time to time. You should let the University know if you 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.
- q. Act in a courteous and responsible manner during your time as a student and within the community (including whilst on a research placement or visit), 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 including within our **Health and Safety Policies**.
- r. When you enrol, you will receive a student card which you must collect (with the exception of Distance Learning students) and should then carry with you 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.
- s. Make any disclosures required by us under these Terms and also provide any supporting information that is reasonably required. Failure to disclose full information could lead to the withdrawal of an offer of a place, termination of your Student Contract or discontinuation of your studies.

## 4. The University's regulations

You agree to comply with the Terms and all Regulations, Policies and Procedures referred to (i) within the Important Information for Offer Holders document provided to you at offer and (ii) at enrolment, including the **Regulations for Postgraduate Research Degrees** 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. Some requirements will form a condition of your offer.

The assessment regulations applicable to your research programme are accessible via links

from within the Important Information for Offer Holders document.

On occasions, dependent upon the nature of your research, there may be specific requirements for an occupational health check or a relevant criminal record check with the Disclosure and Barring Service (or if you are an international student a similar check from your home country). For international students, details of ATAS clearance, where relevant, is provided in your Offer Letter.

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 the Investigation of Misconduct in Research
- Academic Misconduct Policy
- Student Code of Conduct
- Supporting Postgraduate Research Student Progress

## Procedure for handling academic misconduct

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

#### **Student Code of Conduct**

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

- Library Rules and Regulations
- Student Regulations for Use of University Computing Resources
- Non-compliance with student visa requirements
- Terms and Conditions of University accommodation

The **Student Code of Conduct** does not deal with academic or research misconduct which is addressed in the **Academic Misconduct Policy** and the **Procedure for the Investigation of Misconduct in Research**.

## Supporting postgraduate research student progress

The University has a procedure for **Supporting Postgraduate Research Student Progress**. This procedure may be used to provide support to students where:

- Students are not progressing at the expected rate;
- Work submitted is not to the required standard;
- Students appear to be having difficulty meeting agreed timescales or milestones;
- Contact with Supervisors is not maintained on a regular basis. This could include not attending formal supervisory meetings.

The Procedure is intended to be supportive, and seeks to help students to get back on track with their research degree.

You are required to submit work at key annual progression points. Failure to provide work to the required standard may result in you being downgraded to a lower award or you not being able to continue on the programme.

If the outcome of your examination is that you are referred and you are given a resubmission, please note that you will be expected to pay a resubmission fee. If you still fail to meet the required standard for the award, either at the initial exam, at revision or resubmission stage, you may be offered a lower award or be failed.

# 5. Professional Suitability and Fitness to Study

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 your offer.

There may be circumstances where a DBS check is not a requirement of a programme. However, having a criminal conviction could prevent registration with a relevant professional, regulatory or statutory body ("PSRB"). 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 PSRB. 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 study

Some programmes of study will require you to register with a PSRB and/or to practise 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 attaining fitness to study but accepts no responsibility in the event that a student is declared not fit for practice.

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

The **Fitness to Study Procedure** 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 **Fitness to Study Procedure**.

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



## **6.** 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 <u>accept</u> an offer of a place to let us know of any relevant, unspent criminal convictions.

#### 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', 'unprotected' and 'unspent' please visit our **Disclosure of Criminal Convictions webpage**.

## 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). For these programmes, the University requires disclosure of <u>all convictions</u>, including spent convictions, cautions and bindover orders. You will also be asked to declare if you are currently under investigation by the police in connection with an alleged criminal offence.

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 programme. We also need to assess whether you would be able to undertake the mandatory work placements required as part of your programme.
- To carry out appropriate risk assessments to identify, assess and manage any potential risks to the University community.

Before you start your programme, you will also need to complete an enhanced criminal convictions check with the Disclosure and Barring Service 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 will undertake a programme that requires a DBS, 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 study' 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 study 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, please 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 our **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 charges or 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 our **Disclosure of Criminal Convictions webpage** for further guidance on relevant convictions.

# Data protection for criminal conviction data

The University has conducted a specific Data Protection Impact Assessment which guides our processing of criminal conviction data. For information about how we use your criminal conviction related personal data, our lawful bases for processing, our relevant retention and disposal periods, your applicable data subject rights and our contact information please see the **Use of Conviction Data Privacy Notice** and the main Student Privacy Notice.

## 7. Disabilities

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

## 8. Safeguarding

The University is fully committed to creating a safe, welcoming and inclusive environment for all students to ensure they are able to fulfill their potential. Everyone who comes into contact with children, young people and vulnerable adults has a role to play in safeguarding them and promoting their welfare. Further information on the university's safeguarding responsibility can be found in the **Safeguarding Policy**.

## 9. 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 attending your course in person. If you do not, it may affect your stay in the UK. There are certain circumstances in which we may need to report to UK Visas and Immigration (UKVI) 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. UKVI updates its policies and immigration rules are subject to change within an academic year so please stay up-to-date.

## **10. Fees and finance**

It is very important that you read the **Regulations for the Payment of University Fees**. 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**.

#### **Tuition fees**

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

The University sets tuition fees for all postgraduate research programmes. Home student fees may be subject to an inflationary increase and/or an increase due to changes in UK Research and Innovation guidelines, the law or government policy and/or parliamentary regulation. Overseas and Channel Islands fee-paying students will retain the programme fees, as long as they complete in the normal timeframe. Students who defer their entry will be subject to the fee charged for their new year of entry.

Applicants can be assessed as Home, Overseas or Channel Islands. 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.

For international students, the University operates a range of fees within particular bandings dependent on varying factors such as whether your research involves lab or classroom work and the extent of additional costs or resources likely to be associated with your research project. The proposed research associated with your research programme will be assessed by the relevant Faculty to determine the overall annual fee to be charged. Following a successful application, candidates will be informed of this fee as a part of the offer made to study a research degree with Manchester Met.

#### **Additional costs**

Unless your Offer Letter records otherwise, your tuition fee does not include any charges for third party examinations, University resubmission or extension fees, professional body fees, disclosure or barring or occupational health checks, living expenses, travelling expenses, 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). Fees for Home students may also include compulsory additional project costs, to cover any additional costs related to your research project. If there are any compulsory additional costs associated with your specific programme, they will be indicated within your Offer Letter.

#### 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 research degree and/or may need to repay any studentship funding in line with your Studentship Agreement (where applicable). For more information on how we calculate fee responsibility or refunds, please see the **Regulations for the Payment of University Fees** and/or your Studentship Agreement (where applicable).

Please note that withdrawing from or interrupting your studies may also have implications on the financial support you may be receiving or due to receive. For further information on how interrupting or withdrawing may affect any studentship funding please contact the **Graduate School**. Please note that if you do not submit within your standard period of registration you will enter a write up period and will be liable for the payment of a fee. If you do not submit within the maximum period of registration for your degree, you will need to apply for an extension and will be liable for the payment of a fee.

Following your oral examination, if you are referred in the first examination and the outcome is a resubmission, you will be invoiced for the resubmission fee.

Details of writing up, extension and resubmission fees are in the **<u>Regulations for the Payment of</u> University Fees**.

#### **Sponsored students**

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

#### **Studentships**

The University's available **<u>studentships</u>** are subject to change from year to year.

#### **Student loans**

**Doctoral Loans** (for Doctoral Research Degrees) and **Postgraduate Master's Loans** (for Master's Research Degrees) are available for Home students if they meet the entry requirements. You will be responsible for liaising with the appropriate funding body for further details regarding how to apply and repayment.

Loans from Student Finance England and Student Finance Wales are paid directly to students; loans from Student Finance Northern Ireland and the Student Awards Agency Scotland (SAAS) are paid directly to the University. Should the relevant Funding Authority determine that a student is no longer eligible for funding, students will be required to arrange to pay the fees themselves.

Loan repayments commence in the April after the normal end date of your programme. Loan repayments will apply even if you do not submit on time and you are earning above the threshold permitted. This will also apply if an extension has been approved. Further guidance is available in the Government's **Student Finance website**.

## Financial difficulties and potential consequences of non-payment

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

If you are studying at Manchester Met on a student visa, please be aware that non-payment of your programme 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 programme fees. You must make sure that you pay your programme fees and any other applicable tuition related 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**). 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**. If you find yourself in financial difficulty during your studies, please contact the University's **Student Financial Support Team**, the **Finance Service Centre** or the **Students' Union Advice Centre**.

#### **Equipment and loans**

Please take good care of any equipment we provide to you. Should students borrow any University equipment for any part of their academic programme (this also includes equipment provided to students to assist with research studies), but not return the equipment within the agreed timeframe or return it in an unacceptable condition, the University reserves the right to raise an invoice to charge for full replacement cost of the equipment. Should students not pay or return the equipment in a good condition and in working order within 30 days from invoice date, the University reserves the right to proceed to recover the debt via all normal recovery remedies set out within the **Regulations for the Payment of University Fees**.

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 nonpayment of programme fees.

# 11. Changes to provision or your contract

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

#### **Changes to your contract**

The University may, from time to time, need to make changes to your Student Contract including to its regulatory framework. Changes will normally take effect at the start of the next academic year and you will be asked to read the relevant Key Contract Documents upon re-enrolment 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 in this section are not the only ones that may arise during your studies with us, but they will give you some context as to when we may need to amend the Contract (including your programme).

## Changes after you have entered into the contract with us

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

#### **Changes to pre-contract information**

Our printed marketing materials are published well in advance of the start of the academic year and therefore our **Research Study website** provides the more detailed and up-to-date information on research degrees available and the research areas of strategic focus. 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 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 ensure that your research degree is provided in accordance with the agreed project outline and the written proposal. 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:

- Amendments to or revision to the direction of your research project. We may need to implement technical adjustments and/or improvements, for example: to reflect developments in the disciplinary field of research and/or professional standards/requirements or if a particular piece of equipment or facility is no longer available;
- b. Amendments to policies and procedures to address any external examiner feedback considered as part of the University's monitoring of postgraduate research provision and review of **Regulations for Postgraduate Research Degrees** and/or from feedback received from postgraduate researchers;
- c. Amendments to your original Supervisory Team. If a Supervisor leaves the University or is absent (e.g. maternity leave), we will endeavour to provide you with the same supervisory subject expertise;
- d. Changes for the maintenance of academic standards and quality assurance;



- e. 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;
- f. The reviewing and refreshing of the supporting programme of studies provided by the Graduate School and/or Faculties relating to your personal and professional development;
- g. To implement technical or procedural changes to our IT systems;
- h. To reflect withdrawal of or a change to any relevant accreditation;
- Altering the location of where your research degree is undertaken. For example, following campus consolidation, to allow the University to provide the best facilities and academic provision for its postgraduate researchers.

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.

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

- Reasonable changes to the timetable for delivery of supporting aspects of your research degree;
- Reasonable changes to the way we make IT and Library services available to you;
- Reasonable changes to the methods by which your research programme is delivered and/ or assessed;
- Changes to the location of your programme or supervisory facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised in our literature;
- Procedural and/or reasonable changes to our Key Contract Documents that help improve the same to your benefit.

## 12. 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;
- Where funding relating to an advertised research proposal is withdrawn or delayed; or
- 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 research 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.

## **13. 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 Programme Content. In consideration of receipt by the University of your Fees (when due), we provide you with a personal licence to use the Study Materials and Programme Content for the sole purpose of studying for your programme. Any use of the Study Materials or Programme Content not permitted under these Terms is prohibited and may 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. 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 are a postgraduate student and receive a University studentship in which case such IPR will be owned by the University subject to any alternative arrangements with you;
- You are a postgraduate student and receive any form of studentship from, or have your fees paid or subsidised by, a sponsor in which case ownership of such IPR will be subject to the arrangement between you, the University and the sponsor;
- You generate IPR which builds upon existing IPR generated by, or is jointly invented with University employees or associates, in which case you will be required to assign such IPR to the University and in respect of revenue generated by that IPR, you may be entitled to apportioned income; or
- You are also an employee of the University and developed the IPR in that capacity.

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

You are responsible for ensuring that your work does not breach any third party intellectual property rights and for obtaining any consents or clearances for use that are required. For further information please read the Library's webpage on **Copyright and Intellectual Property**.

## 14. Data protection

The University is registered as a Controller with the **Information Commissioner's Office**. The University will collect, hold and process your personal data including some personal data defined as special category. Your data will be processed in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and our **Data Protection Policy**. Further information about how we will use the personal data you provide to us can be found in our range of available **Privacy Notices**, including the main Privacy Notice for 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 **Data Subjects' Rights**. You will also find useful contact details should you wish to exercise them. 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 **Deputy Director (Students)** 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.

For information about the retention and secure destruction of your personal data, please refer to the **University's Records Management Policy**.

# 15. How we may end our contract

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

- Us becoming aware that information you have provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- You failing to meet the conditions of any offer made to you. The University may also withdraw or amend an offer at any time up until you accept it or terminate after acceptance if it comes to the University's attention that your application contained incorrect or missing or misleading information;
- Your circumstances change so that you no longer meet the admission requirements, your programme specific requirements or those of a relevant professional, statutory or regulatory body;
- You failing to comply with your obligations under our Contract or breach by you of our regulations, policies, procedures and/or codes;
- You failing 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;
- Your circumstances changing 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, our student sponsor licence is revoked, or your continued registration would place us in breach of any legal or Home Office compliance duties;
- You failing to meet the requirements to enrol or register for your programme (including any assessment requirements) or failing to re-enrol in subsequent years within the required timescale;
- Following disciplinary action under our Student Code of Conduct or
   Fitness to Study Procedure, or other relevant University procedures subject to your right to appeal under those policies and procedures;
- You failing to meet the minimum academic and/ or professional performance requirements that are set out in the University's **Regulations** for Postgraduate Research Degrees and other applicable regulatory documents or as a



result of a decision taken under the procedure for **Supporting Postgraduate Research Student Progress**;

- If you do not pay your Fees by the specified due date for payment;
- 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 6 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 the Disclosure of Criminal Convictions webpage;
- Under other relevant University policies and procedures of the University (in particular the <u>Student Code of Conduct</u> and/or the <u>Fitness to Study Procedure</u>) 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.

# 16. How you may end our contract

#### **Cancellation rights**

If our Contract has been made by means of distance communications (i.e. not face-to-face) you have a legal right to cancel your Contract with us within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of your Student Contract. This will be 14 days from the day you accept the offer of a place at the University. To exercise the right to cancel, you must inform the University in writing at: 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 email). You may use the  $\underline{\textbf{Model Cancellation Form}}$  but it is not obligatory. The University will communicate to you an acknowledgement of receipt of such a cancellation

on a durable medium (e.g. by email) without delay. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you exercise your legal right to cancel your Contract, we will normally reimburse to you all payments received from you (please see our Refund Webpage 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 cancellation period once we have commenced 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 legal cancellation period.

As well as the legal right to cancel, we provide you with a right to withdraw from your programme within 14 days of your programme start date, however, depending on when you withdraw, you may be liable for your fees (or a proportion of them). Please see the rest of this section and our **Regulations for the Payment of University Fees** for further information.

A number of our programmes or the way they are procured or delivered means that they will not amount to a consumer contract and will therefore not attract a statutory (and in some cases, institutional) right to cancel. 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 studentship this must also be returned to us promptly either in full or in line with the terms and conditions of the relevant financial support package, financial benefit scheme, award, bursary or studentship.

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

#### Withdrawing from your studies

Your Student Contract with us will end if you withdraw. Please refer to the **Postgraduate** Research Student Withdrawal Policy for further information on withdrawing from your studies. You are entitled to end your Contract at any time without reason, but if you do so after the expiry of the cancellation period as described at the start of this section, you may not be entitled to receive a full refund of any fees you have paid, and you may be responsible for fees to reflect the costs incurred by us arising out of your early termination of the Contract in line with the **Regulations for the Payment of University Fees** and these Terms. If you are sponsored by a third party, you should also consider any obligations/or implication under your sponsor agreement.

#### **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 Fitness to Study Panel, further to a decision taken under the Student Transfer, Suspension and Withdrawal Policy or where you fail to enrol or re-enrol on time. Such suspension may be immediate pending the gathering of further information where we reasonably consider that your behaviour presents a material risk to others or yourself. Your leaving date will be determined by the last date of engagement with your programme in line with the **Regulations for the Payment of University Fees**.

### **17. Other services**

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

#### **IT Services**

Manchester Met's virtual learning environment and/ or online management portal (such as the PGR Student Management System) is integral to the University's research programmes and provides programme-related materials and support for your studies. They are also used to deliver and manage assessment. You are expected to actively engage with the virtual learning environment and/ or portals; the University monitors engagement. Use of Manchester Met's IT facilities (including email) is subject to a suite of **Information Security Policies and Procedures**. These include the Policy on Acceptable Use of University IT Systems, **Student Regulations for Use of** University Computing Resources and the Information Security Policy.

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

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

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

#### Library services

All students have access to the vast collection of resources, both digital and print, provided by the Library. We offer specialist help and support for your subject, as well as training to help you keep up to date with developments in your field and track the impact of your research. The Library provides support for Research Data Management (**RDM**) and can advise on how to publish your research, including depositing in **e-space**, the University's research repository.

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

#### **Other services**

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

Other, non-educational services provided by the University to you, for example residential accommodation and sports centre membership, amount to separate and distinct contracts and are therefore subject to separate contractual terms and conditions. You may also enter into separate contractual arrangements with other third parties such as a sponsor, 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 arranged via the relevant governmental organisation, for example Student Finance England.

## 18. Our liability to you

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

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

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

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

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



## 19. Events outside our control

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

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

- Strikes, lock-outs or other industrial action by third parties;
- Strikes, lock-outs or other industrial action by our employees;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private tele or electronic communications networks; or
- 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 for performance of our obligations will be extended for the duration of the Event Outside Our Control.

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

## 20. Other important information

#### Complaints

Manchester Met recognises there may be occasions where students wish to raise legitimate complaints relating to their programme, or the facilities and services provided by the University. It is important to both students and staff to know that such complaints will be dealt with seriously and transparently, and without fear of recrimination. To ensure that this happens, the University has in place a **Student Complaints Procedure**, which details procedures and parameters for making a complaint, alongside what action may be taken in response to complaints.

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

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

for further information.

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

## **21.** General

#### How we're regulated

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

All higher education providers registered with the OfS must have a **Student Protection Plan** in place. The Student Protection Plan\_sets out what students can expect to happen should a programme, campus, or institution close. Where there is any conflict between these Terms and the Student Protection Plan, the Student Protection Plan will take priority in considering any issue relevant to it. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

This Contract is between you and us. No other person shall have any rights to enforce any of its Terms. The receipt of your programme is personal to you and you may not transfer your rights to access the programme to any other person.

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

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

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

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

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

#### The address of the University is:

Manchester Metropolitan University All Saints Building All Saints Manchester M15 6BH

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

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

# Section B: Key Policies and Procedures

## 1. Student Code of Conduct

Manchester Met is committed to providing a supportive environment in order to safeguard the quality of student experience and to give all of our postgraduate researchers the best chance of success with their research degree.

To help us ensure the safety of our campus and all students, the University has in place a **Student Code of Conduct**. The Code outlines the behaviour that is expected of all students including postgraduate researchers on campus, in halls of residence that are managed by the University, and within the local community. The Code also outlines procedures for dealing with behaviour classed as misconduct.

## 2. Student Complaints Procedure

Manchester Met recognises there may be occasions where you may wish to raise legitimate complaints relating to your research degree, 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**. This procedure is applicable to postgraduate researchers and details the procedures and parameters for making a formal complaint, alongside what action may be taken in response.

## 3. Appeals and Complaints Policy and Procedure for Applicants

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

# 4. Responsibilities of international students

It is essential for all international students at Manchester Met to be aware of their responsibilities to the University as their immigration sponsor. By enrolling at the University, international students agree to meet the responsibilities outlined in '**Your Visa, Your Responsibility**', and acknowledge that failure to do so may affect their stay in the UK.

## 5. Fitness to Study Procedure

The Fitness to Study procedure is intended to inform and guide the University's response to situations where there are concerns that a student is not well enough to study, including situations where a student is unaware that they are not well enough to study. The procedure is intended to be supportive. The focus at all stages is to provide the infrastructure to support the student to succeed on their course. This may include suspension of study until such time as the student is well enough to complete successfully. There will be however, a small number of cases where students do not engage with, or are unable to agree with, the support or adjustments that the University considers to be reasonable to enable the student to satisfactorily continue. In these rare circumstances, the University may no longer consider it feasible for the student to continue their studies. In such cases students may need to be suspended or required to withdraw from studies.





# **StudentHub**





# Section C: Regulations

## 1. Regulations for Postgraduate Research Degrees

We publish and maintain **<u>Regulations for</u> <u>Postgraduate Research Degrees</u>** along with associated guidance.

The Regulations set out the rules and procedures that determine your student journey. They include the key progression points within your research degree including:

- Registration
- Annual progress reviews and other assessment points
- Final examination arrangements

The University has a procedure for **Supporting Postgraduate Research Student Progress**. This procedure may be used to provide support to students where:

- Students are not progressing at the expected rate;
- Work submitted is not to the required standard;
- Students appear to be having difficulty meeting agreed timescales or milestones;
- Contact with Supervisors is not maintained on a regular basis. This could include not attending formal supervisory meetings.

The Procedure is intended to be supportive, and seeks to help students to get back on track with their research degree.

## 2. Ethical Framework

It is important to conduct research in line with ethical standards.

Research ethics are a set of principles addressing how researchers and research organisations should conduct themselves when dealing with research participants, their data or tissue, other researchers and colleagues, the users of their research and society in general. The principles apply at every stage throughout the career of a researcher from undergraduate student onwards. The process of ethical review is not intended to impede research activity, but to support postgraduate researchers in considering the ethical issues and how to manage them. The process also addresses any potential risks to both the researcher and any participants.

The University expects all postgraduate researchers to adhere to the highest standard of integrity, and to follow the **Guidelines on Good Research Practice**. If there is a breach of ethical procedures, this will be investigated through the **Procedure for the Investigation of Misconduct in Research**. More information is available via the University's **Ethics webpage**, and the **Regulations for Postgraduate Research Degrees and supporting documentation**.

# 3. Research and Academic Misconduct

Research misconduct is very rare at Manchester Met, however, in order to safeguard our academic standards and our research integrity, the University has in place policies and procedures for dealing with suspected research misconduct.

For postgraduate researchers, as part of your skills development you will be required to complete the research integrity training on Moodle prior to registration. This will provide you with guidance and support on your key responsibilities as a postgraduate researcher.

Where there is suspected research misconduct this is investigated through the **Procedure for the Investigation of Misconduct in Research**. The policy identifies what is classified as research misconduct – such as fabrication, falsification, plagiarism or the purchase/commission of work from third parties.

Allegations of misconduct in research are often raised as departures from accepted procedures in the conduct of research. Accepted procedures include but are not limited to the following:

- Gaining informed consent where required;
- Gaining formal approval from relevant organisations where required;

#### Regulations

- Any protocols for research contained in any formal approval that has been given for the research;
- Any protocols for research as defined in contracts or agreements with funding bodies and sponsors;
- Any protocols approved by the Medicines and Healthcare products Regulatory Agency (MHRA) for a trial of medicinal products;
- Any protocols for research set out in the guidelines of the employing institution and other relevant partner organisations;
- Any protocols for research set out in the guidelines of appropriate recognised professional, academic, scientific, governmental, national and international bodies;
- Any procedures that are aimed at avoiding unreasonable risk or harm to humans, animals or the environment;
- Good practice for the proper preservation and management of primary data, artefacts and materials;
- Any existing guidance on good practice on research.

The outcomes and penalties that can be imposed are detailed in the **Procedure for the Investigation of Misconduct in Research** and **the Academic Misconduct Policy**. This includes details on the rights of appeal in cases relating to academic misconduct.

## 4. Academic Appeals

Manchester Met has in place a range of policies and procedures to ensure that any progression points for postgraduate researchers 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 examiners.



# **5.** Concessions (Interruptions and Extensions)

The University recognises that there may be occasions where illness or difficult life events occur outside of a postgraduate researcher's control, and that these can have a detrimental impact on performance or progression. The University has **Guidance for Concessions** for research degrees to handle such cases.

Students should make sure they have fully discussed the financial implications of withdrawing or interrupting their studies before they leave the programme. Students should be referred by staff to the **Student Hub**. The **Student Hub** may direct students to other sources of guidance as appropriate. for advice on the process. Any amendments to the amount of fees you are due to pay the University will be advised by the Student Billings Team (**studentbillings@mmu.ac.uk**). For any queries regarding outstanding fee repayments following suspension/withdrawal please contact the Collection & Recovery Team (**pay@mmu.ac.uk**, 0161 247 1852).

# Section D: Finance

# 1. Regulations for the Payment of University Fees

You will find extensive guidance for postgraduate researchers 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 tuition fees. Please note that ultimately, you may not be able to continue with your research studies should you fail to pay your tuition fees. You must make sure that you pay your tuition fees and any other applicable costs or charges on time otherwise the University may be entitled to take certain steps against you including taking sanctions to legally recover any debts, as detailed in the **Regulations for the Payment of University Fees for Postgraduate Research Students**.

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.

If you do not submit within the standard registration period for your degree you will be required to pay a write up fee. If, at the end of the writing up period, you are unable to submit your thesis you will need to apply for an extension and will be required to pay an extension fee. Following your examination, if the outcome is a resubmission, you will be required to pay the resubmission fee. Details of the write up, extension and resubmission fees are in the **Regulations for the Payment of University Fees**.

You may be required to pay a proportion or all of your fees if you interrupt or withdraw 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. Studentships

If you are in receipt of a Studentship from the University, you will be provided with a Studentship Letter of Agreement outlining the Terms and Conditions of the Studentship. The method of payment and monthly amount will be indicated in your Letter of Agreement. You must inform the University, if you interrupt, withdraw or change your mode of study as you will no longer be entitled to the Studentship. If applicable, on return from your interruption your payments will resume. Please note any overpayments will be reclaimed by the University and you will be invoiced accordingly.

Students in receipt of funding through the University who require to interrupt their studies for the maternity, paternity or adoption leave should refer to the **Guidance on Maternity, Paternity and Adoption Leave for PGR students** for information on funding entitlement.

## 3. 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 by telephone on 0161 247 1852 and by email pay@mmu.ac.uk
- The **Student Financial Support Team**; or
- The <u>Students' Union Advice Centre</u>.

# Section E: 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. Research Data Management Policy

Manchester Met firmly believes that good research data management is the foundation of good research, since it allows for the verification of findings and supports digital preservation. The University has a policy for **Research Data Management** which sets out the approach to ensuring research excellence. It recognises the importance of data to the University and to others and demonstrates the University's commitment to adhering to research funder data policies.

## 2. Student Pregnancy and Maternity Guidelines

Manchester Met believes that becoming pregnant or caring for a child should not prevent any postgraduate researcher 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 or gives birth during their studies. It also covers any student who is the partner of someone who is pregnant and expects to be responsible for the child, and any student becoming a parent.

# 3. 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 postgraduate researchers with a disability and make reasonable adjustments to your research degree to ensure postgraduate researchers with a disability are not disadvantaged. More information is available on our **Disability Support website**.

## 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 F: Using our services

Please see **Section A16** 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. Graduate School**

The **Graduate School** provides strategic leadership for the University's postgraduate research activities. We work closely with colleagues across the University to deliver a high quality postgraduate research experience. We offer:

- Clear guidance on postgraduate research processes and regulations;
- A programme of skills development;
- Networking and funding opportunities.

## 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** supports 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, visit our on-campus Jobs Hub, 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. Accommodation

Manchester Met has a range of different styles of student accommodation located on or close to campus. 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.

## 6. Other Services

Information about core services, resources available and team contact information 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 G: Students' Union Policies

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.

The Students' Union provides a range of services and facilities to support you as a postgraduate researcher. You can book rooms in the Union building, use the **Advice Centre** and receive independent advice on concerns such as debt and money, housing, academic issues, students with children, general health and mental health. The Union also supports a wide variety of societies to join and meet like-minded fellow students.

# 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 **<u>Code of Conduct</u>** that sets out the minimum standards of behaviour expected by all members. All members are required to adhere to the standards outlined in the **<u>Code of Conduct</u>** 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.



# **Useful contacts**

## **Graduate School**

Cavendish North All Saints Campus 0161 247 2000

gsresearchdegrees@mmu.ac.uk

mmu.ac.uk/research/research-study

## **Recruitment and Admissions**

6 Great Marlborough Street Manchester M1 5AL **0161 247 6969** 

mmu.ac.uk/contact/course-enquiry

### Student Hub

0161 247 1000 studenthub.mmu.ac.uk

## **Disability Service**

0161 247 3491 disability.service@mmu.ac.uk mmu.ac.uk/disability

Inclusion Service 0161 247 3491 inclusion.service@mmu.ac.uk mmu.ac.uk/student-life/wellbeing/inclusion

## Counselling, Mental Health and Wellbeing Service

0161 247 3493 <u>counselling@mmu.ac.uk</u> mmu.ac.uk/counselling

### **International Office**

international@mmu.ac.uk mmu.ac.uk/international

### **Student Financial Support**

0161 247 1045 mmu.ac.uk/student-life/finance/support

### **Finance Office**

Finance Service Centre 0161 247 1852 pay@mmu.ac.uk

Student Billings 0161 247 2937 studentbillings@mmu.ac.uk

Met Card queries 0161 247 6161 metcard.help@mmu.ac.uk

mmu.ac.uk/student-life/finance

### **Students' Union Advice Centre**

Second Floor Students' Union Building 0161 247 6533

s.u.advice@mmu.ac.uk

theunionmmu.org/advice-centre