

MANCHESTER  
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The University of Manchester

# Student terms and conditions

COURSES COMMENCING DURING  
THE 2021-2022 ACADEMIC YEAR

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This agreement sets out the terms and conditions between The University of Manchester and students on undergraduate, postgraduate taught, postgraduate research and continuing professional development courses leading to the award of a degree, diploma or certificate, which commence in the 2021-2022 academic year. The terms and conditions which will apply to students commencing courses in subsequent academic years may differ from those included in this agreement.

**It is very important that you review these terms and conditions, and the documents detailed within them, carefully before accepting any offer made by the University.**

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## 1. Our contract with you and its formation

When [you accept] an offer made by The University of Manchester (“the University” or “we/us”) of a place on a course of study leading to the award of a University degree, diploma or certificate (“Course”), a legally binding contract is formed between you and the University (“the Contract”).

The terms and conditions included in this document, together with the documents listed in the section below, constitute the terms of the Contract which apply between the University and you. The Contract continues to apply throughout your registration on the Course but may be varied in line with section 5 below and/or terminated in accordance with section 8.

The University will send you an offer letter (“the Offer Letter”) setting out the terms and conditions applicable to our offer to you of a place on the Course. The Offer Letter will provide you with important information regarding:

- The tuition fees payable by you to the University (“Tuition Fees”).
- Details of any particular conditions which will apply to you, including whether it is conditional upon you meeting specific conditions (for example, achieving particular qualifications, obtaining clearance in relation to criminal records checks, health checks and immigration clearance).
- The duration and start date of the Course.

The Offer Letter will specify the steps which you will need to take to accept the University's offer. You should ensure that you accept the offer within the timescales specified in the Offer Letter. If you do not do this, the offer may be withdrawn by the University.

The Contract between us consists of the following documents:

- These terms and conditions.
- The Offer Letter.
- The University's Royal Charter, Statutes, Ordinances and General Regulations – these documents provide important information regarding the University's constitution and governance processes and how the University operates. Copies are accessible at:  
**[www.manchester.ac.uk/discover/governance/foundations](http://www.manchester.ac.uk/discover/governance/foundations)**.

The General Regulations (“General Regulations”) include a number of important rules, regulations and processes applicable to students. It is very important that you read and familiarise yourself with these and comply with them. Your particular attention is brought to the following important Regulations:

- Regulation XII: Arrangements leading to the award of degrees and other academic distinctions – this includes the general arrangements for University awards, including attendance requirements, the conduct of examinations/assessments and the determination of results.
- Regulation XIV: Use of Library and Information Services – this describes who may use the library, rules that apply for using the library and the scope of policies and procedures applicable to library usage.
- Regulation XV: Use of IT facilities and services – this describes the scope of policies and procedures applicable to the usage of IT facilities and services including personal equipment.
- Regulation XVII: Conduct and Discipline of Students – this sets out the University's regulations on student conduct and discipline - it is essential that you read this, including the section on what constitutes misconduct and the potential consequences for students.
- Regulation XVIII: Student Complaints Procedure – this details the procedure to follow should you have a complaint about the standard and quality of the University's programmes of study, services and facilities.
- Regulation XIX: Academic Appeals Procedure – this sets out the University's procedures for students who wish to appeal against a final decision of an Examination Board, or a progress committee, or a

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graduate committee or equivalent body which affects a student's academic status or progress in the University.

- o Regulation XX: Monitoring Attendance and Wellbeing of Students – this describes the University's processes for recording and monitoring the attendance and wellbeing of students.
- The Student Charter (“Student Charter”) – the Student Charter, developed by the University and the Students' Union, is an important part of how we establish and maintain clear mutual expectations for the experience of all undergraduate and taught postgraduates. It sets out what we can expect from each other as partners in a learning community. A copy is accessible via this link: [www.yoursay.manchester.ac.uk/student-charter](http://www.yoursay.manchester.ac.uk/student-charter).
- The University's policies and procedures (“Policies and Procedures”) – the University has a range of policies and procedures which set out important rules and regulations applying to students and various aspects of University life. It is important that you familiarise yourself with them. These may be accessed via the following links: [www.tlso.manchester.ac.uk/policies-and-procedures](http://www.tlso.manchester.ac.uk/policies-and-procedures) and <http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code>. Your particular attention is brought to the following:
  - o Undergraduate Taught Degrees For Students: <http://documents.manchester.ac.uk/display.aspx?DocID=13147>
  - o Postgraduate Taught Degrees For Students registered from September 2016 onwards: <http://documents.manchester.ac.uk/display.aspx?DocID=29208>
  - o The Progress and Review of Postgraduate Research Students: <http://documents.manchester.ac.uk/display.aspx?DocID=612>
  - o Recording and Monitoring Attendance on taught programmes: <http://documents.manchester.ac.uk/display.aspx?DocID=20846>
  - o Regulation XVII - Conduct and Discipline of Students: <http://documents.manchester.ac.uk/display.aspx?DocID=6530>
  - o Fitness to Practise Procedure: <http://documents.manchester.ac.uk/display.aspx?DocID=50549>
  - o Procedure on Fitness to Study: <http://documents.manchester.ac.uk/Doculnfo.aspx?DocID=37762%20>
  - o Policy on Interruptions to Undergraduate and Postgraduate Taught Programmes of Study: <http://documents.manchester.ac.uk/display.aspx?DocID=26092>
  - o Policy on Circumstances Leading to Changes to Postgraduate Research Study: <http://documents.manchester.ac.uk/display.aspx?DocID=8162>
- The Course Handbook relevant to the Course will be made available to you by your academic School before or during induction. Your academic School will advise you on how to access this during your studies and will notify you of any changes during your study.

## 2. Application and admission to the University

The University's Student Recruitment, Selection and Admissions Policy sets out the University's framework for applying and being admitted to the University. The Policy is available at:

<http://documents.manchester.ac.uk/display.aspx?DocID=6523>. The Policy includes details of the University's processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

### 2.1 Applicants and students with disabilities and additional support needs

If you have a disability or other additional support needs you are strongly encouraged to disclose this to the University on application or any time during the admission process so that the University may seek to support you throughout your studies. We have in place procedures to ensure that applications are

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considered appropriately and that applicants with disability or additional support needs will, where possible, be provided with appropriate support in connection with the application process and subsequent study. For further information please contact us at [dass@manchester.ac.uk](mailto:dass@manchester.ac.uk).

## **2.2 Applicants under the age of 18**

The University has a policy applicable to applicants who will not have reached the age of 18 on 1st September at the year of their proposed entry. This is available at:

**<http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=32593>.**

The University is committed to ensuring the health, safety and well-being of all students and will undertake a risk assessment in connection with applicants who fall within the policy, as part of the application process. If, following the risk assessment, the University determines that an offer may be made to the applicant, the terms of the offer will specify any particular requirements or restrictions applicable to their admission to the University. The policy also sets out the University's rules relating to accommodation which apply to such applicants.

## **2.3 Disclosure of criminal convictions and Disclosure and Barring Service checks**

The University's Information and Guidance for Applicants with a Criminal Conviction document sets out the University's rules and procedures regarding the disclosure of criminal convictions and the completion of Disclosure and Barring Service checks. Upon receipt of a disclosure, the University will complete an appropriate risk assessment in accordance with the processes set out in the Information and Guidance for Applicants with a Criminal Conviction document. The document is available at:

**<http://documents.manchester.ac.uk/display.aspx?DocID=17995>.**

Applicants for certain courses (for example, teaching, health, social work, pharmacy, medicine and others where studies involve regulated activity with children and/or vulnerable adults) must declare all criminal convictions, including spent convictions and cautions and bind-over orders, at the application stage. Applicants for such courses will also be required to complete a criminal records check with the Disclosure and Barring Service and/or a similar police check in their home country. The course content pages on the University's website (accessible at [www.manchester.ac.uk/undergraduate/courses](http://www.manchester.ac.uk/undergraduate/courses) and [www.manchester.ac.uk/postgraduate](http://www.manchester.ac.uk/postgraduate)) specify whether a criminal records check is required for each course. In addition, applicants will be advised of any relevant requirements.

For all other courses, applicants are required to disclose to the University any relevant unspent criminal convictions at the point of accepting an offer for a course of study (and on a continuing basis throughout their studies, to their academic school).

## **2.4 Disclosure of medical information and occupational health checks**

We require applicants for certain vocational or professional courses and research programmes to demonstrate medical fitness, in order to comply with the requirements of professional and regulatory bodies. Applicants for such courses and programmes will be required to disclose to the University relevant information regarding their health and may be required to undergo an occupational health check. Where this is necessary, the information published in relation to the Course will provide further information. Further information regarding the University's processes for seeking medical information and completing occupational health checks is available in the Procedure for admitting applicants for courses requiring medical fitness assessment which may be accessed at:

**<https://documents.manchester.ac.uk/display.aspx?DocID=4628>.**

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## 2.5 Immigration and visa requirements

International students who are subject to immigration control must have a visa to study in the UK. To apply for a student visa for study longer than 6 months' duration, international students must have a Confirmation of Acceptance for Studies (CAS) issued by the University. The CAS is a unique reference number which confirms that the University has agreed to be your visa sponsor and provides information about you, and your study, to UK Visas and Immigration (UKVI) as part of your visa application.

The University is legally obliged to comply with the requirements of UKVI and international students must ensure that their visa status is kept up-to-date and support the University in meeting its obligations to UKVI.

Further information in relation to visas for international students is available at:

**[www.studentsupport.manchester.ac.uk/immigration-and-visas/](http://www.studentsupport.manchester.ac.uk/immigration-and-visas/)**.

## 2.6 Courses which require an Academic Technology Approval Scheme (ATAS)

Individuals applying to study certain postgraduate and undergraduate science, engineering and technology subjects will need an Academic Technology Approval Scheme (ATAS) clearance certificate in order to study in the UK unless they are a citizen of an exempt country. If this requirement applies to your course, your academic school will inform you that you need to apply for an ATAS certificate when we make you an offer. You may also need to apply for a new ATAS certificate if your modules or research focus changes, or if your programme is extended for any reason. If you will be applying for a Student Route visa, your CAS will also record that you need to obtain an ATAS certificate. Further information is available at: **[www.studentsupport.manchester.ac.uk/immigration-and-visas/atas/](http://www.studentsupport.manchester.ac.uk/immigration-and-visas/atas/)**.

# 3. Membership of the University

## 3.1 Compliance with terms and conditions, General Regulations and Policies and Procedures

By accepting an offer of a place at the University you agree to abide by the expectations, requirements and standards of behaviour and conduct identified in the Student Charter, the General Regulations and the Policies and Procedures.

## 3.2 Registration

It is your responsibility to register at the University each academic year and to ensure that the Tuition Fees, any Additional Costs and all other expenses relating to the Course are paid on time. You are required to register for all years of study including placement, industrial experience and study abroad years. Failure to complete registration by the specified deadline for the month of entry of the start date of the Course may result in a late registration charge of £200 being added to your Tuition Fees or in some cases refusal of admission.

## 3.3 Student card

On completion of registration at the start of the Course, you will be issued with a student card for the duration of the Course. Your image, unique student ID number and the expected end date for the Course will be displayed on the card. The student card is visual verification of your status as a student of the University and you may be required to present it to prove your identity. It also acts as your library card and for building access.

## 3.4 Learning support and facilities

The University has a range of learning support services and facilities available to students. Further information about these can be accessed via the following links:

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- Academic support: [www.studentsupport.manchester.ac.uk/study-support/academic-support](http://www.studentsupport.manchester.ac.uk/study-support/academic-support)
  - Learning support:  
[www.manchester.ac.uk/study/undergraduate/teaching-learning/learning-support](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/learning-support)  
[www.manchester.ac.uk/study/masters/teaching-learning/learning-support](http://www.manchester.ac.uk/study/masters/teaching-learning/learning-support)
  - Teaching and learning facilities:  
[www.manchester.ac.uk/study/undergraduate/teaching-learning/facilities](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/facilities)  
[www.manchester.ac.uk/study/masters/teaching-learning/facilities](http://www.manchester.ac.uk/study/masters/teaching-learning/facilities)
  - Library and study spaces:  
[www.manchester.ac.uk/study/undergraduate/teaching-learning/libraries-study-spaces](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/libraries-study-spaces)  
[www.manchester.ac.uk/study/masters/teaching-learning/libraries](http://www.manchester.ac.uk/study/masters/teaching-learning/libraries)  
[www.manchester.ac.uk/study/postgraduate-research/why-manchester/libraries](http://www.manchester.ac.uk/study/postgraduate-research/why-manchester/libraries)

Further information describing the teaching, examination, assessment and other educational services offered by the University is available at: [www.manchester.ac.uk/study/undergraduate](http://www.manchester.ac.uk/study/undergraduate), [www.manchester.ac.uk/study/masters](http://www.manchester.ac.uk/study/masters) or [www.manchester.ac.uk/study/postgraduate-research](http://www.manchester.ac.uk/study/postgraduate-research). The University may vary and/or amend the availability and scope of learning support and facilities at any time.

### 3.5 Pastoral and student support services

The University has a range of pastoral and support and advice services available to students on issues affecting student life, with signposting and referral to more specialist services. Further information is available at: [www.studentsupport.manchester.ac.uk](http://www.studentsupport.manchester.ac.uk). The availability and scope of these pastoral and support services are subject to change during your course of study for a variety of reasons, including, but not limited to changes in funding and the needs of students. The University may vary and/or amend the availability and scope of pastoral and student support services at any time.

### 3.6 Communication

The University will communicate with you as an applicant via the email address that you provided in your application and/or UCAS Track for applicants who apply via UCAS. Once you have registered as a student you will be allocated a University email. The University will communicate with you through this email account which you are required to check regularly.

Any changes to your contact details need to be communicated or updated as soon as possible. For applicants you should provide updated details to the admissions contact named on your offer letter. Once you are a student you will be able to update details via the My Manchester student portal, details of how to access this will be provided prior to registration.

### 3.7 Fitness to practise and professional standards

Where a course of study requires students to undertake practical training in a quasi-professional role in relation to patients, clients or service-users, or where the qualification provides a direct license to practise, the University has a duty to ensure that students are fit to practise. In order to protect present or future patients, clients or service users, and to comply with the requirements of professional/regulatory bodies, the University has established a procedure for dealing with student related fitness to practise issues which is applicable to all students on such courses of study. The procedure is available at:

<https://www.staffnet.manchester.ac.uk/bmh/teaching/teaching-activity/fitness-to-practise>

### 3.8 Complaints

Should you, as a registered student of the University, have a complaint against the University, then you should follow the steps set out in the Student Complaints Procedure (Regulation XVIII of the General Regulations). The procedure sets out the University's informal and formal processes for considering

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complaints and summarises your right to raise a complaint with the Office of the Independent Adjudicator for Higher Education if your complaint is eligible under its rules and once all internal University procedures have been concluded. The procedure is available at:  
**<https://documents.manchester.ac.uk/display.aspx?DocID=1893>**.

### **3.9 Students' Union membership**

All students will become a member of the Students' Union on completion of registration and to facilitate this students' names and contact details will be provided to the Students Union. In accordance with the provisions of the Education Act 1994 Part II, you have the right during the first ten days following registration to opt out of Union membership. Students who wish to exercise this right should inform the Union General Secretary by writing to UMSU General Secretary, University of Manchester, Students' Union, Oxford Road, Manchester M13 9PR. Further information on the Students' Union and services offered can be found at: **<http://manchesterstudentsunion.com>**.

### **3.10 University accommodation**

There is a range of accommodation options which are owned and/or managed by the University. Further information is available at: **[www.accommodation.manchester.ac.uk](http://www.accommodation.manchester.ac.uk)**.

You may apply for University owned/managed accommodation by completing an online application. The terms of any offer by the University (or any other party) to provide you with accommodation during your studies will be the subject of a separate accommodation contract and payment of accommodation fees and charges under that separate contract. The current version of the University's terms and conditions of residence are accessible at: **<http://documents.manchester.ac.uk/display.aspx?DocID=20985>**.

### **3.11 Terms and conditions relating to other University services**

There are particular services offered by (and on behalf of) the University which are the subject to separate terms and conditions. You will have an opportunity to review and consider those terms and conditions prior to accessing such services.

## **4. Financial information**

### **4.1 Tuition Fees and Additional Costs**

By accepting our offer, you agree to pay the Tuition Fees and any additional costs associated with the Course (including any additional costs referred to in the published course information, Offer Letter, the Course Handbook or as otherwise notified to you) ("Additional Costs") in accordance with the timescales set out in the Offer Letter or as otherwise communicated to you by the University.

If a third party is to pay the Tuition Fees and any Additional Costs on your behalf, responsibility remains with you to pay such fees/costs in the event that the third party fails to pay them when they fall due.

It is important that you read University Ordinance XVI (The Admission and Registration of Students) and General Regulation XII (Arrangements for the award of degrees and other distinctions) which include details of your and our rights and obligations including in relation to Tuition Fees and any Additional Costs and the potential implications for you if you fail to make payment (including not being admitted for assessment and not having your results published or submitted to Senate for confirmation).

The University's website contains further information regarding tuition fees:  
**[www.studentsupport.manchester.ac.uk/finances/tuition-fees/fee-amounts](http://www.studentsupport.manchester.ac.uk/finances/tuition-fees/fee-amounts)**.



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## 4.2 Changes to Tuition Fees

The Offer Letter sets out the circumstances in which Tuition Fees may be reviewed and increased by the University.

## 4.3 Fee status

The University charges different levels of tuition fees depending on whether a student is classified as Home, Islands or International. The level of fee that you will be charged will be detailed in the Offer Letter or subsequently in writing should it not be possible to automatically determine your fee status upon receipt of an application. In certain circumstances your fee status may be reviewed based on the information you have supplied in your application in line with the Education (Fees and Awards) Regulations 1997 and The Higher Education (Fee Limit Condition) (England) Regulations 2017 and any other relevant regulations. This may result in your fee status changing after offer. Once you register with us as a student, your fee status cannot change during the academic year, and can only change at the next registration point if your changed circumstances meet specific criteria. Further information on tuition fee status can be found at: <http://www.studentsupport.manchester.ac.uk/finances/tuition-fees/assessments>.

## 4.4 Deferred entry to the University

If you defer your start date to a new academic year, then you will be required to pay the tuition fee applicable to that year of entry. You will be sent a new offer letter stating that fee.

## 4.5 Interruption

If you interrupt your studies we will not process a refund of fees. Any payments made will be held on account for when you return from interruption.

## 4.6 Withdrawals

If you withdraw from the Course part way through the academic year, the University will recalculate the Tuition Fees for the year. If the amount of fees paid is greater than the revised Tuition Fees then the University will refund the overpayment. If you have not paid sufficient fees by the time of interruption/withdrawal then you will be contacted to arrange payment. Further information, including details regarding the calculations methods, is available at: [www.studentsupport.manchester.ac.uk/finances/tuition-fees/payments/interruptions-and-withdrawals](http://www.studentsupport.manchester.ac.uk/finances/tuition-fees/payments/interruptions-and-withdrawals).

## 4.7 Late payment

In the event that an instalment is not paid on the agreed payment date, a late payment charge of £25 will be added to your student account and you will be advised by an e-mail sent to your University e-mail address. In the event that you are unable to meet the deadlines for the payment of Tuition Fees or any Additional Costs you must contact Credit Control so that your options including, where appropriate, alternative payment arrangements, can be discussed and agreed. All overdue payments will be referred to, and followed up by, the University's Credit Control Team.

## 4.8 Non-payment

Where a tuition fee payment remains outstanding beyond the published due date, an indicator will be applied to your student record. At the point at which the indicator is applied, you will be sent an e-mail to your University e-mail address to notify you and explain any potential consequences, including in relation to graduation or re-registration. Outstanding tuition fee debts accrued by students who have left the University will be referred to an external debt collection agency.

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## 4.9 Deposits

Some students such as international students undertaking a full-time taught masters degree are required to pay a tuition fee deposit before an electronic Confirmation of Acceptance for Studies (CAS) can be issued. Further information, including details regarding the arrangements for payment, is available at: <https://www.manchester.ac.uk/study/masters/fees/international-students/tuition-fee-deposits/>. You will be notified when you need to pay the deposit.

## 4.10 Student debt policy

Where a tuition fee payment remains outstanding beyond the published due date, an indicator will be applied to the student record. You will be notified of this via your University email account and asked to contact Credit Control to arrange payment. Until payment or a payment plan has been agreed you will be unable to re-register or graduate.

For non-academic debt or where a student has left the University, an external debt collection agency will be used once all other avenues for debt collection have been exhausted.

Further information can be found in the University's Recovery of student debt policy, which is available at: <https://documents.manchester.ac.uk/display.aspx?DocID=23629>.

# 5. Changes to our contract with you

## 5.1 Changes to courses and University services and facilities

We will use our reasonable endeavours to deliver the Course in accordance with the course handbook and associated University regulations, policies and procedures. It may, however, become necessary for us to make changes to the Course, including after you have accepted an offer of a place. Changes that may be required include, but are not limited to, the following:

- reasonable changes to the content and/or syllabus of courses;
- changes to term dates, the timetable, location, number of classes and/or methods of delivery of courses and methods and timings of assessment;
- changes to the members of academic staff delivering courses and/or providing supervision;
- combining, suspending, discontinuing or not providing courses;
- changes to or the replacement or withdrawal of placements, field-trips and other in-course activities.

We might also need to make changes to how we provide and deliver University services and facilities (including those relating to education, support and welfare).

There are a number of reasons why changes may be necessary. These include, but are not limited to, the following:

- to improve the content or delivery of courses, services and facilities as part of the University's process of continuous improvement (including in response to student feedback);
- to respond to developments in theories or practices in academic, professional and/or research areas;
- for operational reasons and to manage the University's resources more effectively and efficiently;
- to respond to changes in the levels of funding and funding arrangements;
- if the number of students who have applied for or enrolled on a course and/or course unit is insufficient to make it operationally viable;
- as a result of the departure or absence of a key member of staff;

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- to comply with changes in law or government policy and/or the requirements, decisions or recommendations of relevant regulatory and professional bodies and external examiners;
  - to respond to the requirements of a placement provider and/or the ability of a placement provider to provide a placement; and/or
  - due to circumstances beyond our control including, in particular, those identified under section 10 below.

You are reminded that you are responsible for reviewing, prior to applying or accepting an offer to study at the University, up-to-date course information, by searching for the relevant course information on the University's website. Links to this information are included below:

- Undergraduate <http://www.manchester.ac.uk/study/undergraduate>
- Masters <http://www.manchester.ac.uk/study/masters/courses>
- Research <http://www.manchester.ac.uk/study/postgraduate-research/programmes>

Any changes made will be kept to the minimum necessary and we will notify you of the change at the earliest possible opportunity. We will take reasonable steps to minimise the impact of any changes including by providing reasonable and proportionate support which could include helping you to find suitable alternative provision at the University.

## **5.2 Changes to our Charter, Statutes, Ordinances, General Regulations and Policies and Procedures**

During your period of study at the University, we may update, amend and/or replace our Charter, Statutes, Ordinances, General Regulations and Policies and Procedures from time to time in order to ensure that such documents, and the University, operate efficiently for students, meet relevant legal and regulatory obligations and are consistent with best practice. We will ensure that any important changes to such documents are notified to students.

## **5.3 Changes to these terms and conditions**

It may also be necessary for the University to make changes to these terms and conditions, including to respond to the factors identified under the heading 'Changes to courses' above. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any changes to these terms and conditions as soon as reasonably practicable.

## **6. Data protection and disclosure of personal information**

By entering into this agreement with us and registering at the University, you acknowledge that the University will hold and process your personal data, including your sensitive personal data (special category personal data, for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018 and in accordance with our Registered student Privacy Notice (which is accessible at:

<http://www.regulations.manchester.ac.uk/data-collection-notice>.)

We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with the UKVI, OFS, HESA, the Student Loans Company Ltd, the Skills Funding Agency, local authorities or police) or are otherwise permitted to do so under the Data Protection Regulation and Data Protection Act 2018.

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Our Privacy Notice – prospective students, applicants and offer-holders (which is accessible at <https://www.manchester.ac.uk/study/privacy-notice>) explains how we collect, maintain and use personal data when you make enquiries about studying at The University of Manchester (including by registering to attend our open days), make an application and if you go on to become an offer holder i.e. the time before you become a registered student. For example, it provides details of what data may be sent to the Higher Education Statistics Agency (HESA), when data may be disclosed to a third party and what information is included on your student record.

## 7. Intellectual property

The University has an Intellectual Property Policy which sets out the University's rules on the ownership, protection and commercialisation of intellectual property, including that created by students. The Intellectual Property Policy is accompanied by a Guidance Note for students. You are subject to the Intellectual Property Policy whilst you are a student of the University. The Intellectual Property Policy and Guidance Note are available on the University's website at:

<http://documents.manchester.ac.uk/display.aspx?DocID=24420>.

## 8. Termination of this agreement

### Termination of this agreement by us

We may terminate this agreement and your application to the University or registration as a student with immediate effect in writing in any one or more of the following circumstances:

- if you do not meet any conditions attached to the University's offer of a place on the Course;
- if, in our reasonable opinion, you provide us with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- if you do not register or re-register with the University within the relevant timescales prescribed by the University;
- if you withdraw from the Course;
- if between accepting an offer and starting the Course there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on the Course;
- if we become aware of information about you which we did not know and which, in our reasonable opinion, makes it inappropriate for you to study on the Course;
- if you fail to satisfy the University's requirements in relation to attendance, in accordance with the University's Policy on Recording and Monitoring Attendance;
- if you fail to comply with any of your obligations set out in the Student Charter, the General Regulations or the Policies and Procedures;
- if you are expelled from the Course for any reason permitted by the General Regulations or Policies and Procedures (identified in section 1);
- if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are required to be a member of as part of the Course;
- if you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
- if your behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the University community;
- if you fail to comply with conditions associated with your immigration status including those relating to working in the UK;

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- if your continued registration with the University places the University in breach of any of our legal obligations, including under UK immigration law;
  - if you have, in our reasonable opinion, failed persistently to pay the Tuition Fees and/or Additional Costs and ignored formal reminders;
  - If you disclose a relevant unspent conviction and, following a risk assessment carried out in accordance with our processes, we reasonably determine that it is inappropriate for you to study on the Course.

A decision to terminate your registration as a student will mean that you shall be required to cease studying the Course and leave the University with immediate effect.

#### Termination of this agreement by you

The Contract will terminate automatically if you cancel or withdraw from the Course.

## **9. Liability**

Nothing in this agreement shall limit or exclude the University's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of this agreement or if we fail to carry out our obligations under this agreement to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of this agreement or if they were contemplated by you and us at the time we entered into this agreement.

We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third party.

Our liability to you for all loss or damage suffered by you shall be limited to the total amount of the Tuition Fees payable by you to the University whilst enrolled on the Course at the University.

## **10. Events outside of our control**

We shall not be liable to you for events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes; other industrial action; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems.

Should any such circumstances arise, we reserve the right to make changes to the Course and University services and facilities in line with section 5 above. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

## **11. Your cancellation rights**

You have a legal right to cancel this agreement by notifying us, within 14 days of your acceptance of our offer ("the Cancellation Period"), of your wish to cancel. You must notify us in writing with a clear statement communicating your decision (you may send an e-mail to the named contact for your Course entitled Cancellation, providing your UCAS ID or your University student number and your full name). You

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must send your notification to us before the Cancellation Period has ended. This right to cancel does not apply if the agreement between us was made in person (i.e. during a face-to-face meeting).

Provided you comply with the above requirements within the Cancellation Period, you will be entitled to a refund of any deposit/fees that you have paid to the University prior to your decision to cancel. We will refund any sums due to you using the same payment method as you used to pay any deposit/fees.

## **12. Third party rights**

This agreement is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.

## **13. Law and jurisdiction**

The agreement is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

