

MANCHESTER  
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The University of Manchester

# Student terms and conditions

PROGRAMMES COMMENCING/CONTINUING DURING  
THE 2023-2024 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 programmes leading to the award of a degree, diploma or certificate, who enrol or re-enrol in the 2023-2024 academic year. The terms and conditions apply to students from the moment they accept an offer to study/research with the University, and may be updated each year (see section 5 for further detail).

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# 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, or re-enrolling each year.

## 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 programme of study/research leading to the award of a University degree, diploma or certificate ("Programme"), 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 identified in this section below, constitute the terms of the Contract and apply to you from the moment you accept an offer of a place with us. The Contract may be updated each year and varied in line with section 5 (and Schedule 1) below and terminated in accordance with section 8. You will be asked to review the terms and conditions each year, and on enrolling with us, or re-enrolling with us, you are agreeing that you have read, understood, and accepted our current terms and conditions. Section 5 (and Schedule 1) contain details of your options if you are unhappy with any change to these terms and conditions. You can find past year's terms and conditions, and a summary of the main changes from year to year, at: <https://www.manchester.ac.uk/study/student-terms-and-conditions/>.

### 1.1 The Offer Letter

The University will send you an offer letter ("the Offer Letter") setting out some additional terms and conditions applicable to our offer to you. The Offer Letter will provide you with important information regarding:

- The tuition fees payable by you to the University ("Tuition Fees").
- Any particular conditions which will apply to you, including whether your offer 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). For undergraduate applicants, offer conditions are communicated through the UCAS process/system, and for PGCE applicants through the DfE's Apply system.
- The duration and start date of the Programme.

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 no longer be available to you.

### 1.2 The key elements of our Contract with you

The Contract between us consists of the following documents:

- These terms and conditions.
- The Offer Letter.
- The material information relating to your Programme sent to you during the application process ("the Programme Information").
- 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, including, if you believe that your case has not been dealt with properly by us or that the outcome is unreasonable, that you may be able to complain to the Office of the Independent Adjudicator for Higher Education (OIA) if the complaint is eligible under its rules and once all internal procedures have been concluded.
- 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 graduate committee or equivalent body which affects a student's academic status or progress in the University.
- 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 students. 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. They set out our expectations of you, and what you can expect of us. 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

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<http://www.staffnet.manchester.ac.uk/services/rbess/graduate/code> (which includes some policies/procedures specifically relevant to PGR students). 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 Policy on the Progress and Review of Postgraduate Research Students - this sets out the roles and responsibilities of you and of your supervisor, how progress is monitored, and how unsatisfactory progress may be addressed: <http://documents.manchester.ac.uk/display.aspx?DocID=612>
- o Examination of Doctoral Degrees Policy - this sets out the minimum requirements and expected standards for PGR students, examiners, and those involved in the first examination of doctoral degrees: <https://documents.manchester.ac.uk/display.aspx?DocID=7445>
- o Recording and Monitoring Attendance on taught programmes - this sets out our expectations of you, and what support may be available where a lack of attendance or engagement raises concerns for your wellbeing: <http://documents.manchester.ac.uk/display.aspx?DocID=20846>
- o Fitness to Practise Procedure - this procedure is to protect students and those around them (including patients, clients and/or service users, staff and/or members of the public) from those whose fitness to practise is currently impaired: <http://documents.manchester.ac.uk/display.aspx?DocID=50549>
- o Procedure on Fitness to Study - if there are significant concerns about a student's health, wellbeing, behaviour and/or conduct or their impact on others, the University is obliged to take action. If these concerns have not been resolved by the Procedure on Support to Study, they may be considered under this Procedure: <http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=37762%20>
- o Policy on Interruptions to Undergraduate and Postgraduate Taught Programmes of Study - this sets out when you might be granted a temporary interruption to your studies, and what the implications of that might be for you: <http://documents.manchester.ac.uk/display.aspx?DocID=26092>
- o Change of Circumstances for Postgraduate Research Students Policy - this sets out what your and your supervisor's roles are when you experience a change of circumstances, including when you might be granted an extension of time, or be allowed to interrupt your studies: <http://documents.manchester.ac.uk/display.aspx?DocID=8162>
- o Withdrawals and Terminations Procedure for Postgraduate Research Students - this provides information and outlines processes for the withdrawal and termination of postgraduate research students: <https://documents.manchester.ac.uk/display.aspx?DocID=39961>

In addition to the above, students will usually be provided with a Programme handbook by their academic School before or during induction.

## 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 application decisions.

### 2.1 Disabled applicants and those with additional support needs

If you have a disability, mental or physical health illness, learning difference 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 as a student. Our processes ensure that applications are considered appropriately and that disabled applicants and those with additional support needs are, where possible, provided with appropriate support in connection with the application process and subsequent study/research. For further information please contact our Disability Advisory and Support Service at [dass@manchester.ac.uk](mailto:dass@manchester.ac.uk) or review our information for prospective and current students, available at: <http://www.dso.manchester.ac.uk/who-do-we-support/prospective-students/>.

### 2.2 Applicants under the age of 18

We have a policy which applies to applicants who will not have reached the age of 18 on the 1<sup>st</sup> September at the year of their proposed entry. This is available at: <http://documents.manchester.ac.uk/DocuInfo.aspx?DocID=32593>.

We are committed to ensuring the health, safety and well-being of all students and will undertake a risk assessment for applicants who fall within the policy, as part of the application process. If, following the risk assessment, we determine 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 for 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, and how we treat the information provided. Upon receipt of a disclosure, we will complete an appropriate risk assessment in accordance with the document, which is available at: <http://documents.manchester.ac.uk/display.aspx?DocID=17995>.

Applicants for certain Programmes (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. Such applicants 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 Programme 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 Programme. In addition, applicants will be advised of any relevant requirements.

For all other Programmes, applicants are required to disclose to the University any relevant unspent criminal convictions<sup>1</sup> at the point of accepting an offer and on a continuing basis throughout their studies, to their academic school. We are committed to providing equal opportunities for applicants irrespective of their personal circumstances or background and as such do not wish to unnecessarily preclude those with a criminal conviction from being a University student.

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<sup>1</sup> A conviction is considered 'relevant' if it involves one or more of the following: Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm; Offences listed in the Sex Offences Act 2003; The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking; Offences involving firearms; Offences involving arson; Offences listed in the Terrorism Act 2006.

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## 2.4 Disclosure of medical information and occupational health checks

We require applicants for certain vocational, professional or research Programmes to demonstrate medical fitness, in order to comply with the requirements of professional and regulatory bodies. Applicants for such 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 Programme Information and/or the Offer Letter will provide further details. Further information regarding the University's processes for seeking medical information, completing occupational health checks, and how the University treats the information provided, is available in the Procedure for admitting applicants for Programmes requiring medical fitness assessment which may be accessed at: <https://documents.manchester.ac.uk/display.aspx?DocID=4628>.

## 2.5 Immigration and visa requirements imposed on us and you by UK Visas and Immigration

If you are from a country outside of the UK and Ireland, you may need immigration permission to study in the UK and will need to provide valid ID that confirms your immigration status as part of our Right to Study check. Information on conditions of stay relevant to your particular immigration status can be found via the Government's Visa and Immigration webpages: <https://www.gov.uk/browse/visas-immigration>.

If you require a student visa to study in the UK, it is your responsibility to ensure that you have a valid visa throughout your Programme. You must comply with any conditions that apply to your student visa, including attendance and engagement, as required by UK Visas and Immigration ("UKVI"). Requirements for monitoring attendance can be found in Regulation XX: Monitoring Attendance and Wellbeing of Students: <https://documents.manchester.ac.uk/DocuInfo.aspx?DocID=1895>.

If you hold limited leave to remain which is due to expire during your Programme, you will be required to demonstrate to us that you have obtained further leave to remain or, where relevant, Indefinite Leave to Remain. If you fail to provide such evidence to us within a reasonable timeframe, it may be necessary for us to prevent you from registering/re-registering on your Programme or for us to withdraw you from your Programme.

If you fail to comply with any immigration conditions, the University may be obliged to report this to UKVI in order to comply with the University's own obligations to UKVI as a sponsor of international students.

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 Programmes 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 Programme, 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 (this is usually the appropriate visa if you are 16 or over and want to study on a further or higher education course in the UK., that lasts for 6 months or more, other than English language courses lasting 6-11 months), your Confirmation of Acceptance of Studies ("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/).

## 2.7 Programme Information

You are reminded that you are responsible for reviewing, prior to applying or accepting an offer to study at the University, up-to-date Programme information, by searching for the relevant Programme 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>

# 3. Membership of the University

## 3.1 Compliance with terms and conditions, General Regulations and Policies and Procedures from acceptance of our offer

By accepting an offer of a place at the University you agree to comply from that point until the completion of your Programme, with the expectations, requirements and standards of behaviour and conduct identified in the Student Charter, the General Regulations, the Policies and Procedures and the University's Values, as updated from time to time in compliance with section 5 below. These documents are accessible via the links in section 1, and information on our Values is accessible here: <https://www.manchester.ac.uk/discover/vision/>.

## 3.2 Obligation to review and accept our terms and conditions

On enrolling with us, or re-enrolling with us, you are agreeing that you have read, understood, and accepted our current student terms and conditions. Section 5 contains details of your options if you are unhappy with any change to these terms and conditions. You can find past years' terms and conditions, and a summary of the main changes from year to year, at: <https://www.manchester.ac.uk/study/student-terms-and-conditions/>.

## 3.3 Financial 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 your Programme are paid on time. See section 4 below for further information about these. You are required to register for all years of study including placement, industrial experience and study abroad years. Details about the process for registering/re-registering will be provided to you prior to the start of each academic year.

## 3.4 Student card

On completion of registration at the start of the Programme, you will be issued with a student card for the duration of the Programme. Your image, unique student ID number and the expected end date for the Programme 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 student status. It also acts as your library card and for building access. Where we require proof of identity from you, we will require a driving licence, passport, or similar official document from you. Further information about your student card is available via this link: <https://www.welcome.manchester.ac.uk/welcome-and-induction/collecting-student-card/>.

## 3.5 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 (UG): [www.manchester.ac.uk/study/undergraduate/teaching-learning/learning-support](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/learning-support)
  - Learning support (PG): <https://www.manchester.ac.uk/study/masters/teaching-and-learning/>
  - Teaching and learning facilities (UG): [www.manchester.ac.uk/study/undergraduate/teaching-learning/facilities](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/facilities)
  - Teaching and learning facilities (PG): [www.manchester.ac.uk/study/masters/teaching-learning/facilities](http://www.manchester.ac.uk/study/masters/teaching-learning/facilities)
  - Library and study spaces (UG): [www.manchester.ac.uk/study/undergraduate/teaching-learning/libraries-study-spaces](http://www.manchester.ac.uk/study/undergraduate/teaching-learning/libraries-study-spaces)
  - Library and study spaces (PG): [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).

### 3.6 Pastoral and student support services

The University has a range of pastoral, 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 University is contracting to provide teaching and learning opportunities, and will offer a variety of extra curricula activities, though none of the latter is guaranteed.

### 3.7 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. This is also the only email address through which you should communicate with University staff.

Any changes to your contact details (including your term-time address, your permanent home address, your phone number, or the phone number of your emergency contact) must 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.

### 3.8 Fitness to practise and professional standards

We offer a number of Programmes which require students to undertake practical training in a professional role and/or upon completion: lead to a right to practise as a member of a profession; permit membership of, and/or require registration with, a relevant professional or statutory regulator; and/or result in acceptance into a profession. We have a duty to ensure that students on such Programmes meet academic, behavioural and health competencies relevant to that profession in order to:

- safeguard present or future patients, clients and/or service-users, staff, the student, other students and/or members of the public;
- protect the health and wellbeing of the student;
- comply with the requirements of the relevant professional regulator; and
- uphold the reputation of the profession.

The procedure for dealing with student related fitness to practise issues is available at: <https://www.staffnet.manchester.ac.uk/bmh/teaching/teaching-activity/fitness-to-practise>. If you are studying on one of the Programmes which is subject to these requirements, the procedure and standards apply to you from the moment you are registered with us. Failure to comply with these standards may lead to you being prevented from practising in a particular profession, your registration with us being terminated, you being prevented from graduating, and the relevant finding being shared with the appropriate professional regulator, safeguarding authority, the police, your employer or placement provider, or other universities.

### 3.9 Complaints

Should you, as a registered student of the University, have a complaint regarding your University experience, 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 complaints and summarises your right to raise a complaint with the Office of the Independent Adjudicator for Higher Education (an independent external body, established by law, to consider student complaints across the higher education sector) if your complaint is eligible under its rules and once all internal University procedures have been concluded. Unless you have a credible and compelling reason for late submission, if your complaint has been submitted beyond 40 working days from the issue that prompted the complaint, we will not normally consider it. The procedure is available at: <https://documents.manchester.ac.uk/display.aspx?DocID=1893>.

### 3.10 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 to opt out of Students' Union membership. If you exercise this right, will not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of having opted out. Students who wish to exercise this right should inform the Union Affairs Officer at the following email address: [uaofficer.su@manchester.ac.uk](mailto:uaofficer.su@manchester.ac.uk). Further information on the Students' Union and services offered can be found at: <http://manchesterstudentsunion.com>.

### 3.11 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, which you should review carefully, are accessible at: <http://documents.manchester.ac.uk/display.aspx?DocID=20985>. These include circumstances in which the terms and conditions of residence may be terminated such as where students are no longer pursuing their Programme (or have suspended or interrupted their Programme), on behavioural grounds, to protect student welfare, etc.

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### 3.12 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 (for example, for University accommodation (see above), for certain sports services and facilities (for example, <https://www.sport.manchester.ac.uk/memberships/>), etc.). 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 (which will be identified in your Offer Letter) and any 'additional costs' associated with your Programme (which may be identified in the Programme Information, your Offer Letter or the Programme handbook – for example, relating to an overseas field course) ("Additional Costs") in accordance with the timescales set out in the Offer Letter or other relevant documentation supplied to you.

The University has a 'Policy on additional costs incurred for taught programmes' which is applicable to undergraduate and taught programmes. The policy sets out the general principle that all students should normally be able to complete their Programme without incurring additional study costs over and above the Tuition Fee for their Programme, and that any unavoidable additional compulsory costs totalling more than 1% of the annual home undergraduate fee per annum must be made clear at the point of application and in the Programme handbook, with details of what those costs are. The policy is accessible via this link: <https://documents.manchester.ac.uk/display.aspx?DocID=19217>.

If someone else pays your Tuition Fees and any Additional Costs on your behalf (for example a sponsor or a parent), you will still be liable to pay those fees/costs in the event that the third party does not pay them when they are 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 in relation to Tuition Fees and any Additional Costs and the potential implications for you if you fail to make payment. In the case of non-payment of Tuition Fees, the consequences may include you not being admitted for assessment and not having your results published or submitted to Senate for confirmation, not being allowed to re-enrol with us, not being issued with a certificate and not being allowed to graduate. In the case of non-payment of Additional Costs, that is likely to mean that you are unable to participate in, or benefit from, the activity/service/facility which such costs were attributable to. Ordinance XVI is accessible via the following link, and a link to Regulation XVII is included in section 1 of this Contract: <https://documents.manchester.ac.uk/display.aspx?DocID=12072>.

We may refer any unpaid Tuition Fees or other charges (including accommodation fees) to a debt collection agency.

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).

### 4.2 Changes to Tuition Fees

We will review Tuition Fees annually and may increase Tuition Fees for subsequent academic years in the circumstances and on the basis identified in your Offer Letter.

### 4.3 Fee status

The University charges different levels of Tuition Fees depending on whether a student is classified as Home, Islands or International, in accordance with the relevant legislation. The level of fee that you will be charged will be detailed in your Offer Letter or subsequently in writing should it not be possible to 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 does not change during the academic year, and will 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, and subject to any increase afterwards in line with section 4.2 above. The assessment of your fee status will be undertaken immediately prior to the year of entry. You will be sent a new offer letter stating that fee. You will also be required to confirm that you have read, understood and accepted the terms and conditions relating to that year of entry, which may be different to these, as set out in clause 5 below.

### 4.5 Interruption

If you interrupt your Programme part way through an academic year, the University will recalculate the Tuition Fees payable for the year. If the amount of Tuition Fees you have already paid for that year is greater than the recalculated Tuition Fees payable then the 'over payment' will be held on account for when you return from interruption (rather than a refund being issued at the time of interruption). If you have not paid sufficient Tuition Fees by the time of interruption then you will be contacted to arrange payment. Further information, including details regarding the re-calculation method, 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).

### 4.6 Withdrawals

If you withdraw from the Programme 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 withdrawal then you will be contacted to arrange payment. Depending upon the time in the academic year that you notify us of your withdrawal, you may be charged or refunded different percentages of the total Tuition Fees, so you should check the cut-off dates carefully. Further information, including details regarding the calculations methods, and relevant dates, 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).

We recognise that a student's decision to withdraw may have been triggered by challenging circumstances (for example, regarding their health, family or financial situation). Students affected in such ways may contact the University's Student Support services for information about how we may support them: <https://www.manchester.ac.uk/study/experience/student-support/>.

### 4.7 Postgraduate programme extensions

Where an extension is agreed to a postgraduate Programme, Tuition Fees for the extended period will be calculated on a pro rata basis. Further information is available at: <https://www.studentsupport.manchester.ac.uk/finances/tuition-fees/payments/interruptions-and-withdrawals/>



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#### 4.8 Late payment of Tuition Fees

In the event that an instalment is not paid by 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. If you are unable to meet the deadlines for the payment of Tuition Fees or any Additional Costs you must contact Credit Control (self.funding@manchester.ac.uk) 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.

#### 4.9 Non-payment of Tuition Fees

Where a Tuition Fee payment remains outstanding beyond the published due date, an indicator will be applied to your student record. You will be notified by e-mail, explaining any potential consequences, including in relation to graduation or re-registration. Unless exceptional circumstances apply, you will not be permitted to re-register for the next academic year or graduate. Outstanding Tuition Fee debts accrued by students who have left the University or who do not engage with the University's notification will be referred to an external debt collection agency.

#### 4.10 Acceptance deposits

You may be asked to pay a deposit to accept your offer for one of our master's programmes and for PGR Programmes in the Alliance Manchester Business School. We will let you know in your Offer Letter if this applies to your Programme and how you can make a payment. The deadline for making this payment will be specified in your Offer Letter and is typically 4 to 6 weeks from the date of your offer. Acceptance deposits are non-refundable, except in the following situations, where proof is needed in order to receive a refund: failure to meet the conditions of your offer; and/or you are refused a visa or entry clearance to enter the UK.

Further information is available on this webpage: <https://www.manchester.ac.uk/study/masters/admissions/after-you-apply/acceptance-deposits/>

#### 4.11 Tuition Fee deposits for international master's students

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. We will let you know in your Offer Letter if this applies to you/your Programme (and we will communicate with you through subsequent correspondence about the arrangements for payment when it is due). 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/>.

#### 4.12 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 and asked to contact Credit Control to arrange payment. Until payment or a payment plan has been agreed, the consequences may include you not being admitted for assessment and not having your results published or submitted to Senate for confirmation, not being allowed to re-enrol with us, not being issued with a certificate and not being allowed to graduate.

For non-academic debt or where a student has left the University, an external debt collection agency will be used if the debt remains outstanding after reasonable attempts to recover the debt have been taken.

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

### 5. Changes to our Contract with you

**In Schedule 1 of this Agreement we include very important information about the changes that we might make to our Contract with you, the reasons why changes might be made, the approach we will usually follow and your various rights (including in the event that you are unhappy). This includes information about potential changes to aspects of our Programmes and their delivery and assessment, and potential changes to other aspects of the University experience (such as to services, facilities, regulations, policies and procedures, etc.).**

**It is very important that you read Schedule 1 before accepting these terms and conditions.**

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

By entering into this Contract and registering at the University, you acknowledge that the University will hold and process your personal data, which may include your special category data (special category data includes, for example, data concerning 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 UK 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 UK General Data Protection Regulation and Data Protection Act 2018.

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 (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.



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## 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. You are subject to the Intellectual Property Policy whilst you are a student of the University. The Intellectual Property Policy is available on the University's website at: <http://documents.manchester.ac.uk/display.aspx?DocID=24420>.

## 8. Termination of this Contract

In this section, we identify the circumstances in which this Contract may be terminated by us (section 8.1) and you (section 8.2) and identify the potential consequences of termination (section 8.3). Where Regulations/Policies/Procedures are referenced, links to these are included in section 1 of the Contract (or below).

### 8.1 Termination of this Contract by us

We may terminate this Contract and your application to the University, or registration as a student, with immediate effect in writing in any one or more of the circumstances identified below.

#### 8.1.1 Circumstances following your acceptance of an offer and prior to your enrolment as a student

- a) If you do not meet one or more conditions attached to the University's offer of a place on the Programme.
- b) If, following your acceptance of an offer and prior to your enrolment as a student, we become aware of new and materially significant information which causes us to determine that it is inappropriate for you to study on the Programme and/or be enrolled as a student. For example:
  - i. If we determine that you have provided us with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
  - ii. 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; or
  - iii. If we become aware of other new and materially significant information which causes us to determine that it is not appropriate for you to be enrolled:
    - on your Programme; and/or
    - as a member of the University community;having regard to the standards of behaviour and conduct and fitness to study and practise which we expect of our students (see the University Charter and Values, Regulations, Policies and Procedures referenced in section 1 of this Contract).
- c) If, following consideration of information disclosed regarding a criminal conviction under the University's 'Information and Guidance for Applicants With a Criminal Conviction', it is determined that the level of risk associated with your admission to the University is unacceptable. See section 2.3 of this Contract for a link to this document.

Should any of the concerns identified in section 8.1.1(b) arise, an Admissions Review Panel will meet and we will follow a fair process which will include appropriate engagement and consultation with you about the concerns (during which you will have an opportunity to respond and provide any relevant evidence for consideration), prior to any decision being made.

#### 8.1.2 Circumstances relating to your conduct, fitness to study, fitness to practise or professional membership

- a) If a decision is made to terminate your studies / registration as a student (or you are otherwise required to exit) on grounds relating to your conduct, fitness to study, fitness to practise or professional membership. For example, under the following Regulations, Policies and Procedures:
  - i. Regulation XVII: Conduct and Discipline of Students.
  - ii. Fitness to Practise Procedure.
  - iii. Procedure on Support to Study.
  - iv. Withdrawals and Terminations Procedure for Postgraduate Research Students.
- b) If you are refused admission/membership to, or fail to maintain any mandatory membership of (including if your membership is terminated), any organisation with which you are required to be a member of as part of your Programme.

#### 8.1.3 Circumstances relating to your attendance

- a) If you fail to satisfy the University's requirements in relation to attendance, in accordance with Regulation XX: Monitoring Attendance and Wellbeing of Students or the University's Policy on Recording and Monitoring Attendance.
- b) If you fail to return from a period of interruption from study and the circumstances identified in the Guidance for students on Interruptions to Undergraduate and Postgraduate Taught Programmes of Study (section 9.5 of the guidance) apply.

#### 8.1.4 Circumstances relating to your academic progress

- a) If you fail to satisfy the progress or academic/professional requirements of your Programme (and have no further opportunity for reassessment or resubmission). Such decisions may be made by an examination board, a progress committee, a graduate committee or equivalent body, and in line with the relevant degree regulations:
  - i. For undergraduate students – Undergraduate Degree Regulations
  - ii. For PGT students – the PGT Degree Regulations
  - iii. For PGR students – the PGR Regulations, the Policy on the Progress and Review of Postgraduate Researchers and the Examination of Doctoral Degrees Policy

#### 8.1.5 Circumstances relating to your immigration / visa status

- a) If you fail to comply with conditions associated with your immigration status including those relating to working in the UK.
- b) If your continued registration with the University places the University in breach of any of our legal obligations, including under UK immigration law.

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### 8.1.6 Circumstances relating to the payment of Tuition Fees

- a) If you have failed to pay the Tuition Fees and/or persistently ignored formal reminders.

### 8.2 Termination of this Contract by you

You may terminate this Contract and your application to the University, or registration as a student, for any reason, in any one or more of the following circumstances:

- a) If between accepting an offer and starting the Programme you withdraw your acceptance of an offer from us.
- b) If you do not register or re-register with the University within the relevant timescales prescribed by the University.
- c) If you withdraw permanently from the Programme at any time.

### 8.3 Consequences of termination of this Contract

There are a number of important consequences arising on termination of this Contract (and therefore your registration as a student). These are summarised below:

#### Tuition Fees

If you or the University terminate this Contract and your registration on the Programme, you may be entitled to a refund of Tuition Fees in line with section 4.6 of this Contract and the relevant information published by the University:

[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).

If outstanding fees are owed by you, you will remain obliged to pay these.

#### PGR stipends

If you are a PGR student in receipt of a stipend, your entitlement to that stipend will cease on termination of this Contract/your student registration.

#### Exit award / transcript

Depending on your academic progress and attainment, you may be entitled to receive an exit award or transcript, in line with the relevant degree regulations:

- Undergraduate Degree Regulations
- PGT Degree Regulations
- PGR Regulations

#### Access to University services and facilities

Your right to study/research on the Programme will cease with immediate effect. It will also normally result in all rights of access and benefits associated with being a student of the University (including to University systems, services and facilities) ceasing with immediate effect.

Depending on the circumstances of your exit (for example, if it follows a decision reached by a University panel (for example, a disciplinary panel)), other relevant conditions and restrictions might be put in place (for example, removing any rights of access to premises, not permitting an exit award and not allowing attendance at a degree ceremony).

#### University accommodation

It will normally result in you having to vacate any University owned or managed accommodation. In line with section 3.11, the circumstances in which you must vacate such accommodation will be identified in the separate accommodation contract.

## 9. Liability

Nothing in this Contract 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 Contract or if we fail to carry out our obligations under this Contract 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 Contract or if they were contemplated by you and us at the time we entered into this Contract.

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 Programme at the University.

## 10. Events outside of our control

We shall not be liable to you for the impact of events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care, as long as we have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include: 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

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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 will take reasonable and proportionate steps to mitigate the impact on students, which may include making changes to your Programme and University services and facilities in line with section 5 above. Section 5 and Schedule 1 set out the range of circumstances in which changes might be made, the likely reasons for those changes, how we will communicate the circumstances of the change to students and prospective students, and how we will seek to remedy the situation if you are unhappy with the change.

## **11. Your cancellation rights**

You have a legal right to cancel your agreement with the University 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 use the form included at Schedule 2 to notify us, or alternatively you may send an e-mail to the named contact for your Programme entitled Cancellation, providing your UCAS ID or your University student number and your full name.

You must send your notification to us before the Cancellation Period has ended.

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 Contract 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 Contract (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 Contract.

## **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.

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## Schedule 1 (as referred to in Section 5 above)

### Changes to our Contract with you

#### 1. Changes in general

We will do our best to deliver your Programme in accordance with the Programme Information and our associated University regulations, policies and procedures. However, from time to time we may make changes to our academic provision (particularly to keep content relevant and up to date), including updating our Programmes and modules, or to our other services and facilities. This Schedule sets out a range of circumstances in which changes might be made, the likely reasons for those changes, how we will communicate the circumstances of the change to students and prospective students, and how we will seek to remedy the situation if you are unhappy with the change.

We will always aim to limit any changes to those reasonably necessary to achieve the required objective and/or respond appropriately to the circumstances necessitating change. The majority of changes made will be made for the benefit of students and their University experience and to reflect developments in best practice aligned to sector standards, and most will involve student consultation.

#### 2. Changes to Programmes

##### 2.1. Change of Programme title

Such changes are rare and will not normally be made less than three months before the scheduled start of the Programme. We will let applicants or those who have accepted offers know as soon as possible once the change has been approved, so they can consider if they still wish to accept our offer or to enrol.

Programme title changes would usually only apply to new entrants, unless the change is made as a result of the requirements of a Professional, Statutory or Regulatory Body ('PSRB'). In that instance we may have no choice but to make the change, but students will be able to follow our Student Complaints Procedure if they are unhappy with the change.

##### 2.2. Loss of Professional, Statutory or Regulatory Body Accreditation

Our professional body accredited Programmes are also subject to the University's quality assurance framework: <http://www.staffnet.manchester.ac.uk/tlso/quality/>. In the unlikely event that we were to lose accreditation or to decide to withdraw an accredited Programme, then 'deliver out' arrangements will normally apply. This means that the Programme continues to be delivered to existing students until such time that they complete it. Where that is not possible for particular students (for example, those on a period of interruption or those who have deferred their entry) we will consult with them individually about the impact on them and their options, and we will make every effort to identify another suitable Programme with us, or if that is not possible, with another higher education provider, alongside considering any other appropriate remedies. We will follow the same process, and consider similar options, for applicants who have accepted an offer from us but are unable to start due to loss of PSRB accreditation.

##### 2.3. Change to number of academic sessions, method of delivery, timing of assessments, or method of assessment

Changes may be made to improve the delivery of Programmes as part of the University's process of continuous improvement and enhancement (including in response to student feedback). Changes might also be made to allow us to continue delivering Programmes, while mitigating the impact of an unexpected event (for example, we might move to on-line classes and assessments or need to re-scope aspects of our Programmes' content, approach and delivery in the event of a pandemic preventing in-person teaching, research and assessments).

Wherever possible, changes will be made following engagement and consultation with students. Whatever the reason for change, we will always aim to provide at least an equivalent quality of experience (with intended credits and learning outcomes met) as might be reasonably expected compared with the original planned delivery.

In such circumstances, we will notify you as to why changes are happening and what options are available to you if you are unhappy. Our usual approach is to invite students to raise any questions they may have regarding amendments made with their School/Department in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

##### 2.4. Changes to mode of study

We offer a wide range of Programmes with various modes of study. While the majority of Programmes are offered on a full-time basis, a number are offered part-time or off campus via online/blended learning. Programmes often use more than one mode of study and students are successfully integrated on either full or part-time modes of study. Employing these differing modes of delivery ensures that the likelihood of the University having to suspend Programmes is minimal and the student experience is protected.

Our usual approach is to invite students to raise any questions they may have regarding any such amendments with their School/Department in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

##### 2.5. Changes to the members of academic staff delivering Programmes and/or providing supervision

While individual members of staff may be unavailable for a time, or may leave the University, we design our Programmes to be taught, and our postgraduate researchers to be supervised, by integrated teams of academic staff so the risk that we will not be able to deliver a Programme or a particular component is low. We have robust procedures in place for the recruitment and replacement of teaching and research staff. While there may be inevitable gaps between academic staff members leaving and being replaced, we ensure that vacancies are identified and filled as soon as possible; where it is appropriate, we enable other employed subject experts to cover vacancies or use other experienced members of staff with the appropriate skills and experience to cover teaching sessions.

Our usual approach is to invite students to raise any questions they may have regarding any such changes with their School/Department in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

For PGR students, the Supervision Policy for Postgraduate Research Degrees provides details of the steps that will be taken, and the available options, in the event that a supervisor leaves the University or if, for example, the relationship between a student and their supervisor was unfortunately to breakdown. The options include identifying an alternative supervisor, the student transferring to the supervisor's new institution, and the supervisor continuing as co-supervisor in their new institution. Where no appropriate alternative can be found at the University, we will support the student in exploring options for continuing their research

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through registration at another higher education provider. We will also consider whether sufficient research has been completed to enable the student to submit their research for a lesser award and, where no other feasible options are available, it may be necessary to consider a termination of the student's registration. The Supervision Policy is accessible here: <https://documents.manchester.ac.uk/display.aspx?DocID=615>.

## **2.6. Changes to or the replacement or withdrawal of placements, field-trips and other in-programme activities**

Some of our Programmes involve placements, field-trips, field-work and other in-programme activities. Information about these will be included in the Programme Information, Programme handbook and/or Programme webpages. For PGR students, fieldwork is individual to each student and will be discussed and planned with their supervisor throughout their Programme. We will do our best to deliver these in line with the information included in these sources (and, for PGR students, in accordance with the plan developed). However, it might become necessary for us to make changes – for example, because:

- of changes to the rules and guidance on travel and activities implemented and published by the UK and overseas governments;
- a risk assessment conducted by or on behalf of the University identifies unmanageable risk;
- changes would enhance the educational value and student experience of the activity;
- of changes to the situation of a placement provider (for example, which cause them to be unable to accept students);
- of the unavailability of appropriate insurance cover;
- of the unavailability of appropriate travel and accommodation and any significant changes to their financial costs.

We will always seek to limit changes to those which are identified as being necessary, and where the proposed activity cannot proceed we will do our best to offer a suitable alternative and ensure that the intended learning outcomes of the Programme are met. Where a trip or placement is a compulsory element of the Programme, it will be replaced with something academically similar. Where a trip or placement is not a compulsory element of the Programme, it may not be replaced. We will consult with affected students at the earliest possible opportunity and explore the options available to them (for example, alternative options, refund of costs where the necessary changes are significant, etc.). Students will be referred to the Student Complaints Procedure if it has not been possible to resolve their issue and they wish to consider raising a formal complaint.

## **2.7. Module and Programme content changes**

Our culture of continuous enhancement means that changes are usually made to Programme content and syllabus every year/cycle. This is usually to maintain academic standards or as a result of feedback from the student body, from external examiners, from PSRBs, from employers/industry, or following developments in research and practice. Such changes are discussed and approved at Faculty and School Programme Approval Committees, and reported to Senate. Once changes have been approved, they will be published in the module and Programme descriptors for the following academic year/cycle. Our usual approach is to invite students to raise any questions they may have regarding any such amendments with their School/Department in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

## **2.8. Module Availability**

### **a) Core Modules**

We will always aim to ensure these are delivered as advertised. On the rare occasion that this is not possible (for example due to staff unavailability, specialist equipment / other resource unavailability, or unpredictable events such as fires and floods) we will engage (and where possible consult) with you about the situation and the potential options available to you. The options might include the module being replaced with a new or alternative module which continues to meet the intended learning outcomes for the Programme, or identifying suitable optional modules which again meet the Programme's intended learning outcomes. In such circumstances, any changes will be discussed and approved at Faculty and School Programme Approval Committees, and reported to Senate (which plays a key role in the governance of the University and acts as the University's principal academic authority).

With both core and optional modules our usual approach is to invite students to raise any questions they may have regarding any such changes with their School/Department in the first instance and refer students to the complaint process if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

### **b) Optional Modules**

We aim to ensure that options are available as advertised, but sometimes this is not possible (for example due to staff unavailability, specialist equipment / resource unavailability, or unpredictable events such as fires and floods, timetabling clashes, or over or under subscription of students on a particular module which would impact the student experience negatively). In such circumstances, we will inform affected students about the situation and engage with them about their options, and any changes will be discussed and approved at Faculty and School Programme Approval Committees, and reported to Senate.

With both core and optional modules our usual approach is to invite students to raise any questions they may have regarding any such changes with their School/Department in the first instance and refer students to the complaint process if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

## **2.9. Oversubscribed Programmes**

In the rare event that applicants have accepted offers with us and we are then not able to accommodate them on their Programme (this will usually only occur if there is a UK Government or Professional, Statutory or Regulatory Body imposed limit on numbers), we will look to offer those applicants various choices, including offering to defer their place to a later year, joining a different Programme with us, or being assisted to find a place on a similar programme with another higher education provider. We will also consider paying financial recompense depending on the options applicants choose.

## **2.10. Programme Closure**

If, in the unlikely event, it becomes necessary to close a Programme (for example, for reasons including insufficient student interest, loss of PSRB accreditation, replacement with a new Programme, loss of contract with a commissioning body (such as the NHS), or if the Programme is deemed to be no longer viable (for academic, regulatory, legal or financial reasons)), we will engage with students at the earliest possible opportunity.

We will usually know some time in advance that a Programme may need to close, and so will not normally advertise the Programme to new applicants. If a Programme does close before offer holders have enrolled then we will notify them as soon as practicable and do our best to offer an alternative Programme with us, or if that is not possible to assist them to find a Programme at another higher education provider. We may also compensate for evidenced expenditure incurred in an applicant's attempt to find an alternative higher education provider.

We will let existing students know what is happening with their Programme and what this means for them. In almost every case we will continue to 'deliver-out' the Programme so that students can complete it as planned. Where that is not possible for particular students (for example, those on a period of interruption or

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those who have deferred their entry) we will consult with them individually about the impact on them and their options, and we will make every effort to identify another suitable Programme with us, or if that is not possible, with another higher education provider.

On the very rare occasion that it is not possible to 'deliver out' a Programme, we might merge the Programme with another and will work closely with students to assist them in understanding the implications of that, or we may assist students in transferring to another Programme with us instead (if this meets their needs), support them in rescopeing their research or assist them in transferring to another higher education provider. We will provide targeted support in relation to students in receipt of a bursary, or studying on a Student Route visa.

Our Policy on Refunds and Compensation sets out more details on the above and the steps we will take and the support we will provide if we close a Programme, whether that is planned or unexpected, and your rights as an existing student or as an applicant in the event that we do so. The Policy is available via this link: <https://documents.manchester.ac.uk/display.aspx?DocID=42808>

### **2.11. PGR students – ethical approval**

For PGR students, a failure to obtain ethical approval for proposed research would require students to either rescope their research and/or change their research methodology (depending on the particular circumstances). If that is unsuccessful and no feasible alternative options are available/acceptable, then withdrawal would need to be considered.

### **2.12. Generally**

We will notify you of changes 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 an alternative Programme with us, or suitable alternative provision with another higher education provider. For undergraduate applicants that may mean we make representations to UCAS on your behalf.

Our primary focus is on ensuring continuity of study, and we consider payment of refunds and / or compensation where that is not possible or where we consider the circumstances otherwise justify it. We will consider, on a case by case basis, paying (for example) reasonable travel, maintenance and/or tuition fee costs associated with transfer to another provider.

If you have any concerns in connection with any such changes then you are encouraged to raise these in the first instance with your School (for undergraduate and PGT students) and with your Faculty Doctoral Academy (for PGR students) to explore options around resolution. If you remain concerned, you may raise a formal complaint under the Student Complaints Procedure in line with section 3.8 above.

## **3. How we deal with other changes, and your options and rights in the event of change**

### **3.1. Re-location of teaching**

We may need to re-locate your Programme from one part of campus to another and will notify you as soon as the re-location is confirmed. In the event that we need to re-locate your Programme off campus (for example in the event of a flood, or fire) we will notify you as soon as possible and if this necessitates significant demonstrable additional travel expenditure for you, we will provide appropriate financial compensation.

### **3.2. Closure of a substantial part, or all, of campus**

We may take the decision based on resource, academic, student experience or health and safety grounds to close part of the campus. Where possible, we will consult with students about the need to make such changes, although this is unlikely to be possible in emergency circumstances. We will always communicate with students as soon as we can and, wherever possible, will relocate the affected provision to another part of campus. In the unlikely event that we need to close a substantial part or all of campus on an emergency basis (for example in the event of a major fire) our business continuity planning would be followed (which will include taking all reasonable steps to mitigate the impact of the emergency) and communicated to students. That might involve relocating teaching or research to an alternative location or delivering affected Programmes by alternative methods such as on-line or rescopeing research.

Where any re-location that we have not told you about before you applied to us necessitates significant demonstrable additional travel expenditure for you, we will provide appropriate financial compensation.

### **3.3. Changes to term dates or to the timetable**

The following webpage includes details of the key dates in the University's academic year (the current academic year and normally the next two academic years): <https://www.manchester.ac.uk/discover/key-dates/>. Some Programmes may have slightly different term dates, and applicants/students should refer to the dates provided by their Programme/admissions team. Unless in exceptional circumstances, term dates will proceed as published. If any changes become necessary, we will inform applicants/students at the earliest possible opportunity and engage with them to explore any concerns they have and the options available to them.

Timetables for Programmes will usually be published in mid-August, prior to the start of the academic year. Programmes will then issue timetables to individual students once they have been assigned to lectures/tutorials/lab groups, etc. The timing of the provision of individual student timetables will differ from Programme to Programme, and Programmes will communicate directly with students about this.

The University will, where possible, seek to limit changes to published timetables. However, changes might become necessary where, for example, it becomes necessary to re-locate teaching/research (see further above) or identify an alternative member of staff to deliver the particular module/unit.

Our usual approach is to invite students to raise any questions that they may have regarding amendments made with their School/Department (for undergraduate and PGT students) and with their Faculty Doctoral Academy (for PGR students) in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

### **3.4. Changes to how we provide and deliver key University services and facilities**

The University provides a range of services and facilities to support student learning, research and the University experience. This includes the examples of 'learning support and facilities' identified in section 3.5 above (for instance, our libraries) and the 'pastoral and student support services' referred to at section 3.6 (which includes, for example, the Disability Advisory and Support Service, the Counselling and Mental Health Service and the Student Services Centre).

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Changes may be made to improve the delivery of these services and facilities as part of the University's process of continuous improvement (including in response to student feedback). Changes may also be made for operational reasons and to manage the University's resources more effectively and efficiently. Wherever possible, changes will be made following engagement and consultation with students.

Our usual approach is to invite students to raise any questions they may have regarding any changes made with the particular service/facility in the first instance and refer students to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

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

During your registration at the University, we may update, amend and/or replace our Charter, Statutes, Ordinances, General and Academic 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.

Changes are usually made in response to student/staff feedback, external examiner feedback, PSRB requirements, Quality Assurance Agency (QAA) or other national or governmental external requirements. We will ensure that any important changes to such documents are notified to students.

Such changes are generally either minor in terms of student impact, or are made in the students' interests (or both). The procedure for proposing, discussing, and agreeing to any such changes will usually involve the approval of Senate, and will normally involve prior consultation with representatives of the student body. If, however, you feel that you will be negatively impacted as a result of any such change, you should in the first instance raise the matter with your School/Department (for undergraduate and PGT students) and with your Faculty Doctoral Academy (for PGR students). If you remain unhappy you may raise a complaint under the Student Complaints Procedure.

### **3.6. Changes to these terms and conditions**

It may also be necessary for the University to make changes to these terms and conditions, including to comply with consumer or other law, to comply with the requirements of our regulators (such as the Office for Students) or to reflect best practice. 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 as soon as reasonably practicable.

Such changes are generally either minor in terms of student impact, or are made in the students' interest (or both). The procedure for proposing, discussing, and agreeing to any such changes will usually involve consultation with representatives of the student body. If however you feel that you will be negatively impacted as a result of any such change, in the first instance please raise the matter with your School/Department (for undergraduate and PGT students) and with your Faculty Doctoral Academy (for PGR students). If you remain unhappy you may raise a complaint under the Student Complaints Procedure.

## **4. Student Protection Plan and Policy on Refunds and Compensation**

We are required by the Office for Students to maintain a Student Protection Plan and a Policy on Refunds and Compensation. The Student Protection Plan includes an assessment of risks to continuity of study and identifies the mitigation measures implemented by the University. The Policy on Refunds and Compensation identifies our approach to refunds/compensation in the circumstances described in the policy where the University is unable to preserve continuity of study. Compensation may include, as considered on a case-by-case basis, reasonable travel, maintenance and/or tuition fee costs associated with a student's transfer to another programme of study or provider and/or any losses associated with lost time. We will consider relevant guidance published by the OIA when considering our approach to the payment of compensation.

The Student Protection Plan is accessible at:

<https://documents.manchester.ac.uk/display.aspx?DocID=37878>.

The Policy on Refunds and Compensation is accessible at:

<https://documents.manchester.ac.uk/display.aspx?DocID=42808>.



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## Schedule 2



The University of Manchester

### The University of Manchester

#### Cancellation Form

You have a legal right to cancel your agreement with the University of Manchester 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 use the form below to notify us, or alternatively you may send an e-mail to the admissions team identified in your Offer Letter entitled Cancellation, identifying your Programme and providing your full name, date of birth and address.

You must send your notification to us before the Cancellation Period has ended.

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.

**I hereby give notice that I am cancelling my contract for the supply of the following service:**

<b>Programme</b>	
<b>Name of applicant</b>	
<b>Date of birth</b>	
<b>Address of applicant</b>	
<b>Signed</b>	
<b>Date</b>	

