



**University Centre Middlesbrough Terms and
Conditions of Enrolment for students studying
on Open University and Pearson Courses
2024-25**

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1. Introduction

- 1.1.** The terms and conditions set out in this document form the basis of the agreement between you and University Centre Middlesbrough (UCM) to study any university award delivered by Middlesbrough College and validated by the Open University (OU) or Pearson Education (Higher National Certificates and Diplomas only).
- 1.2.** Throughout these terms and conditions, you will find reference to a range of policies, procedures, regulations and codes of practice, which are listed in Section 2 below. These documents may have been created by Middlesbrough College or its partners. Together with these Terms and Conditions, these documents explain your rights and obligations as a student at Middlesbrough College.
- 1.3.** Please read carefully this “Terms and Condition” document and the other documents to which it refers, so that you understand the commitment you are making.
- 1.4.** If there is anything in these terms and conditions or any of the related documents referred to within them that you do not understand, please contact the Higher Education Office before you complete your enrolment. If you are unsure whether these terms and conditions apply to the course you are interested in enrolling on, please contact the Higher Education Office who will be able to clarify the position for you.
- 1.5.** The terms Middlesbrough College, the College and UCM will be used interchangeably throughout this document.

2. Related Documents

As a student enrolled on a course at University Centre Middlesbrough you are asked to refer to the following documents in conjunction with these Terms and Conditions.

2.1 Documents that govern your study

- [Academic Misconduct Procedure](#)
- [Higher Education Student Behaviour and Disciplinary Policy](#)
- [Complaints Resolution Process](#)

In addition to the documents outlined above, if you are enrolled on a course at University Centre Middlesbrough which has been validated by the Open University are also asked to refer to the following documents in conjunction with these Terms and Conditions.

- [Student's Guide to studying on a Course Validated by The Open University 2023](#)
- [OU Complaints and Appeals process](#)

2.2 Information and guidance

- [Fees Policy](#)
- [Student Privacy Statement](#)
- [Child and Vulnerable Adult Protection Policy](#)
- [Health and Safety Policy](#)
- [Learner IT Acceptable Use Policy](#)
- [Student Protection Plan](#)

3. The Terms of this Agreement

- 3.1** This agreement is designed to ensure the protection of your rights as a consumer and to ensure that the College complies with its statutory responsibilities.
- 3.2** The agreement between you and the College is confirmed as soon as your application to enrol on an OU or Pearson course delivered at UCM is confirmed in writing via email by the College. Once you have received written confirmation of acceptance of your application, you have entered into a legal agreement with the College as defined by the laws of England and Wales.
- 3.3** Your enrolment along with these Terms and Conditions and the policies, procedures, regulations and codes of practice referred to within them form the entire agreement between you and the College. No statement which appears to conflict with this document will be regarded as over-riding these Terms and Conditions.
- 3.4** You have the right to cancel your acceptance within 14 calendar days of accepting the offer without giving a reason or incurring any liability. In addition to your statutory rights, the College will accept your cancellation of acceptance at any point prior to formal enrolment.
- 3.5** By enrolling you are agreeing to these terms and conditions and accepting that you will not receive a waiver or refund of fees unless at the discretion of the College.
- 3.6** If you fail to engage with the course during the first 14 days, your enrolment may be cancelled and you would need to reapply to join the course. Engagement with the course would be defined as attendance at any classes including induction, accessing teaching materials whether online or in person, working on and/or submitting any academic task relating to the course.

4. Fees

- 4.1** For full details on the way in which the College manages and charges fees to students, please refer to the [Fees Policy](#) and the [Fees Guidance](#) documents.
- 4.2** You are liable to pay tuition fees and any associated course costs confirmed at the point of application and are responsible for any fees or amounts outstanding to the College. Confirmation of assessment that you are in receipt of student support through the Student Loans Company (SLC) will be sought by the College via the SLC Portal. In the event this cannot be confirmed, you will be held responsible for paying the full fee.
- 4.3** Entry onto courses will be denied if arrangements to settle fees are not in place at the date of course commencement.

4.4 Fees will not be payable until you have enrolled onto a course and your engagement with the course has been confirmed. Once your engagement with the course is confirmed, you are liable for fees according the schedule in the [Fees Policy](#).

4.5 Payment Arrangements

4.5.1 Student Finance / Student Loan Company – UK Students

If you are intending to apply to Student Finance to pay their fees either in full or in part must inform the College at the time of enrolment. Applications for funding need to be made direct to Student Finance (<https://www.gov.uk/apply-online-for-student-finance>). A new application must be made for each academic year of your course of study.

If Student Finance agrees to fund you, they will notify the SLC who will confirm the funding to the College. Tuition fees will be paid directly to the College for undergraduate study. For postgraduate study you will receive the loan funds and it is then your responsibility to ensure the applicable amount is paid to the College to cover the full amount of outstanding tuition fee.

Until the SLC confirms your tuition fee payments to the College, you will remain liable for any fees due. If the SLC is funding less than the full amount of the tuition fees, it is your personal responsibility to settle the outstanding amount.

4.5.2 Financially Sponsored Students

If you are being sponsored, a sponsor letter is required for each academic year. A valid sponsor letter must meet the following criteria:

- Be presented on the sponsors official letterhead.
- Clearly state your name and student number.
- Clearly state the sponsorship amount.
- Clearly state the financial contact details of the sponsor.
- Provide a purchase order number stated where required.

Valid sponsor letters should be submitted at enrolment to enable acceptance onto the course.

4.5.3 Self-funded students

Your tuition fee is due in full upon completion of enrolment. Alternatively, you may select either a three or seven instalment payment plan. You will only be eligible for seven instalments if requested prior to the start of the course and is agreed as a condition of entry.

Failure to make payments in accordance with the agreed payment plan will result in withdrawal from the course.

4.5.4 The College reserves the right to withhold certification until fees are settled in full.

5. Personal Information

5.1 In compliance with Data Protection law and General Data Protection Regulations, the College will collect, store and process personal information to create and maintain a student record. Personal data may also be shared with relevant third parties where required for the maintenance of the student record, the award of qualifications, to provide facilities and services, and to meet statutory obligations. We will only share your information with others in accordance with the Privacy Notice contained in the [Student Privacy Statement](#).

5.2 You are responsible for informing the College as soon as reasonably possible if your details or personal circumstances change, or if there are any inaccuracies in the details that we hold concerning you.

6. Disclosure of legal restrictions and conditions

6.1 If you have an unspent criminal conviction at the time of your application, you are required to disclose this unspent conviction as soon as possible and at the latest at the point of enrolment. Disclosure of an unspent conviction may lead to cancellation of your application to enrol, although this is not an automatic consequence in all cases. Every applicant with unspent convictions is treated individually and the most appropriate course of action is taken in each case. For further details on how unspent convictions are managed, please refer to the Middlesbrough College [Child and Vulnerable Adult Protection Policy](#).

6.2 You must tell the College immediately if you are, or become, subject to a licence from His Majesty's Prison and Probation Service (HMPPS) or receive a Court-Imposed Order (or similar relevant condition or restriction imposed by a court or other criminal justice agency. Any disclosure will be managed by the Safeguarding Team and will help us to support you in complying with any conditions while studying with the College. This includes those who are subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).

6.3 Failure to disclose information regarding relevant unspent criminal convictions that you are currently subject to or become subject to during your studies may be deemed a breach of these terms and conditions and consequently, may impact on your continued study with the College.

7. Health & Safety

7.1 The College imposes a range of conditions on all students in order to comply with its duties to protect the health and safety of students, staff, contractors and members of the public. Further details on these conditions are explained in the [Health and Safety Policy](#). Failure to comply with these conditions, may be deemed a breach of these terms and conditions and consequently, may impact on your continued study with the College.

8. Safeguarding

8.1 In order to fulfil the College's Safeguarding duty to you, employees or agents of the College have a statutory obligation to disclose relevant information to the internal Safeguarding team and/or external parties (for example, Child and Adult Protection Services, or the emergency services).

9. Prevent

9.1 In order to fulfil the College's Prevent duty to you, College employees, students, or agents of the College have a statutory obligation to report concerns that a College staff member or student is at risk of being drawn into terrorism to the College Safeguarding Team for investigation.

10. IT Acceptable use

10.1 The College provides you with access to a wide range of IT hardware, systems and software to support your learning experience. In order to safeguard staff, students and systems, it is expected that users of these resources do so in an appropriate, lawful and ethical manner. The Data protection Act (2018) and the Computer Misuse Act (1990), require systems to be kept secure against unauthorised access and disclosure. As a student at the College, you are required to read and comply with the [Learner IT Acceptable Use Policy](#). Examples of what may constitute unacceptable use includes but is not limited to:

- viewing, creating or transmitting any material which is designed or likely to cause annoyance, inconvenience, needless anxiety or offence;
- viewing, creating or transmitting offensive, obscene, indecent or extremist material;
- viewing, creating or transmitting defamatory material;
- interfering with the work of others or the system itself;
- sending of any message internally or externally which is abusive, vulgar, humiliating, hostile, critical, embarrassing or intimidating;

- communicating and/or interacting inappropriately with staff or students via e-mails, the internet, mobile telephones or any other electronic means of contact;
- gaining unauthorised access to or violating the privacy of other people's files, corrupting or destroying other people's data or disrupting the work of other people;
- creating or transmitting material such that the copyright of another person is infringed;
- downloading any files unless virus scanned;
- gaining deliberate unauthorised access to facilities or services accessible via local or national networks;
- transmitting by any method, any confidential information of the College, otherwise than in the normal course of duties as identified by the College;
- disclosure of passwords to any other person or party;
- use of any non-encrypted media (CDs, DVDs, USB flash drives, etc.) to store or share any sensitive or College-owned data;
- purposely bypassing Middlesbrough College Group security systems, including via the use of VPN or other proxy tools.

10.2 Please note that the College monitors the use of any digital device linked to its network through an open source firewall ('Smoothwall'). Smoothwall software monitors and filters any device connected to the College network as well as any College owned device continuously. The use of Smoothwall and any reports generated by it does not remove your right to freedom of speech. If your legitimate research triggers a Smoothwall report the matter will be referred to the Higher Education Office for review.

11. Notifying us of relevant disabilities and the provision of appropriate support

11.1 The College strives to ensure that all students are adequately supported, however, it is your responsibility to notify the College of any disability that you would like to be taken into consideration and for which you require reasonable adjustments to any aspect of course delivery or assessment.

11.2 Notifying the College of required reasonable adjustments does not mean they will be accepted or provided and you may be asked to provide documentary or medical evidence of any specified disability in support of your request.

11.3 The costs of additional support to assist with any disability will be discussed with you prior to confirmation of an offer, and you may be required to agree to submit an application to be assessed for Disabled Student's Allowance.

12. Actions we will take in exceptional circumstances

There are occasions when a course may be cancelled or amended prior to or after the start date. The most likely scenarios when this would occur are noted below.

12.1 Failure to receive approval to deliver a course

Where you see the words, 'Subject to Validation' attached to a course, this means the course is in development and the details of the course are in the process of being finalised by The Open University or Pearson. We would expect this course to be approved. However, this is not guaranteed and should the course not go ahead you will be informed by Middlesbrough College and assistance will be provided to those who have been offered a place to find a suitable alternative course either at Middlesbrough College or at another provider.

12.2 A course that is amended through modification

To ensure that our courses are current and reflect the latest academic, technological, legislative, and social changes, they are all subject to annual review. These reviews may result in minor changes to content, methods of assessment or other details. Where these changes are necessary, we will advise you as early as possible with an open offer to discuss the impact they have on the course. While we hope you will see the value of any such changes, we respect your right to withdraw your application if you believe that the course no longer meets your needs. You can cancel your place by contacting courseinfo@mbro.ac.uk any time before you have enrolled or within 14 days of your acceptance of the place if that is later. Should you decide to take this course of action, we will offer any assistance that we can to help you to identify an alternative course at another institution.

12.3 A course that is withdrawn because applicant numbers are so low that they present a health and safety risk or are likely to negatively impact the student experience

In the interest of providing a positive experience for all of our students, we monitor the level of demand for all of our courses very closely. We have to balance flexibility within our courses with our obligations to manage our funds in a way which is efficient and cost-effective in the context of the provision of a diverse range of courses to a large number of students. If we feel that the number of students enrolled on any course will have a negative impact upon the student experience, we reserve the right to close the course before the start of the new academic year. Should this action be necessary, we would take this decision as early as possible

and inform you immediately. Please know that closing a course due to low numbers is a rare circumstance and where this course of action is necessary, we would discuss it with you and offer any assistance that we can to help you to identify an alternative course at the College or another institution.

12.4 Short-term changes to learning, teaching and assessment arrangements

There may be occasions during your studies when it is necessary to postpone, reschedule, restructure or cancel learning and assessment activities due to circumstances beyond the College's reasonable control, including but not limited to; industrial action, unexpected staff absence, unexpected disruption to buildings, rooms, equipment, IT platforms or other resources. The College will advise you of any changes as soon as possible and will also provide reasonable alternative arrangements if it is practicable to do so.

13. Protecting your statutory rights as consumers

13.1 The College [Student Protection Plan](#) explains the actions the College will take to protect your statutory rights in the event that a course should need to be amended or cancelled. The Student Protection Plan also explains how any compensation and refunds will be managed

13.2 If at any point in the process you are dissatisfied with the outcome and/or management of the process to find a satisfactory solution to any of the above scenarios, you can seek redress through the College [Complaints Resolution Process](#).

14. Cancelling your enrolment and withdrawal from a course

14.1 As described in Section 3.4 and Section 4, you may cancel your acceptance of offer at any point up to the point of enrolment without penalty.

14.2 To cancel your acceptance of offer before formal enrolment, please write, email or telephone the Admissions Team

e-mail admissions@mbro.ac.uk

Phone 01642 333601

Address Admissions, Middlesbrough College Dock Street, Middlesbrough, TS2 1AD

14.3 Once you have enrolled and engaged with the course (including induction), you will be considered to be an active student and will have waived your right to cancel your enrolment.

14.4 You may withdraw from a course at any point. To ensure that you are only charged fees for the term in which you have attended, you must confirm your decision to withdraw from the course in writing via email to the Higher Education

Office heoffice@mbro.ac.uk. This written notice should also include any mitigating circumstances that you would like to be taken into account. You will be contacted by the College to offer guidance and support about the financial implications of your decision, as well as to review any underlying issues that led to your decision should you require it.

15. Transfer requests

15.1 The College will consider all requests by students to transfer either to another course at University Centre Middlesbrough, or to another higher education provider. Before agreeing to transfer your enrolment, you should speak to your course tutor or Student Services as well as the Higher Education Office. The College will address any requests to transfer and the arrangement for the charging and paying of fees, on a case by case basis.

15.2 Depending upon when you transfer to another institution, you may still be required to pay outstanding fees to the College. You should note that the arrangements for charging fees at other institutions may differ to that at the College. It is your responsibility to clarify any additional fees that another institution may charge you before you commit to the transfer.

16. The College's right to cancel your enrolment

16.1 The College may cancel your enrolment at any time if any of the following apply:

- We find that you have given us information which is false or misleading;
- You or your employer fail to pay your course fees as described in Section 4.5;
- You do not comply with any of the conditions set out in this document or any of the other rules and regulations that it refers to;
- You are excluded from study as a result of a breach of the Higher Education Student Behaviour Policy and Procedures;
- You fail to disclose any legal restrictions or conditions as described in Section 6;
- You fail to engage with your course. Failure to engage with your course is defined as time spent away from your studies without providing advance notification which is accepted and approved by University Centre Middlesbrough and includes:
 - Failure to attend all timetabled learning activities and taught sessions across a three-week period;

- Failure to complete set assessment tasks (formative and summative) whilst absent;
- Failure to log in to Course MS Teams sites and engage with teaching materials whilst absent.

16.2 You will still be liable for the payment of any outstanding fees if your enrolment is cancelled for any of the reasons outlined above.

17. Complaints and Appeals

17.1 Middlesbrough College has a [Complaints Resolution Process](#) which is available to all students. The process explains how to submit a complaint and the timescales involved.

17.2 Students registered on Open University courses have the right of appeal to the awarding body once all stages of the College's complaints process have been completed.

17.3 The College is a member of the Scheme of the Office of the Independent Adjudicator for Higher Education (OIA). If you are a university student registered on a non-OU course you may refer your complaint to the OIA once all stages of the College's complaints process have been completed and you have received a completion of procedures notification.

18. How we will communicate with you

18.1 Communication with you will be by email. It is essential that you provide us with a valid email address and inform us of any changes as soon as you can.

18.2 It is your responsibility to check your email regularly and manage any filters on your email account that may divert email messages from the College into a spam or junk email folder. The college is not responsible for any failure to receive emails.

18.3 More general announcements relating to your course will be sent via Microsoft (MS) Teams. It is your responsibility to regularly check MS Teams messages. Failure to read a message will not be accepted as a reasonable explanation of a failure to engage with your course.

Glossary of terms

University Centre Middlesbrough

University Centre Middlesbrough or UCM, is a name owned by Middlesbrough College and registered with Companies House to define the part of Middlesbrough College responsible for the delivery of higher education courses.

Higher Education Office

The Higher Education Office or HEO, is the department within Middlesbrough College with overall responsibility for managing higher education courses.

Enrolment

Enrolment refers to the process by which you register to become a student at Middlesbrough College.

Cancellation period

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your enrolment to study a course, without giving any reason, within 14 days of the date of the email or letter confirming College's acceptance of your application to register ("the Cancellation Period").

Financially sponsored students

You are considered to be financially sponsored when a third party such as an employer agrees to pay your fees on your behalf.