



**UNIVERSITY
ACADEMY 92**
MANCHESTER

SUMMARY OF TERMS AND CONDITIONS FOR STUDENTS

Implementation date:

October 2019

Version number:

2.1

<u>Document type</u>		Strategy
	✓	Policy
		Regulations
		Procedure
		Code of Practice
		Guidance
<u>Area of UA92 business</u>		Governance & Compliance
	✓	Student Affairs
		Academic
		Finance & Operations
	✓	External Affairs
	Other	
<u>Document Name:</u>		Summary of Terms and Conditions for Students
<u>Author:</u>		Head of Registry and Quality Director of External Affairs
<u>Owner (if different from above):</u>		Director of External Affairs
<u>Document control information:</u>		
Version number:		2.1
Date approved:		
Approved by:		UA92 Executive
Implementation date:		October 2019 for 2020/21 intake
Review due:		2020/21 academic year for implementation from September 2021
Document location:		
<u>Consultation required:</u>		
Equality & Diversity		Yes
Legal considerations (including Consumer Rights)		Yes
Information Governance		Not applicable
Students		Yes
Employee Engagement Forum		Not applicable
External		Lancaster University

REVISION HISTORY			
Version	Date	Revision description/Summary of changes	Author
2.1	16 th June 2020	Adding reference to Refund and Reimbursement policy/admissions complaints and appeals	Registrar
2.2	11 th June 2021	Update dates	Registrar

		<p>Update owners and dates</p> <p>Adding explicit reference to Tuition fee policy (9), Student Protection Plan (14), Attendance and Engagement Policy (20), Student policies web pages (preamble) , IT user policy (44).</p>	

UA92 is committed to helping you achieve your full potential through the provision of excellent teaching, learning and support services. In return we expect you to show commitment to your course and work hard during the duration of your studies with us.

The following document contains a summary of the terms and conditions for students. In accepting an offer of a place with us and in registering to become a student of University Academy 92 (UA92) you are accepting these terms and conditions and they will form part of your contract with us.

All information relating to terms and conditions and associated regulations and policies are available on the UA92 website <https://ua92.ac.uk/student-regulations-policies>

Important terms to note:

Lancaster University

1. Your course is validated by Lancaster University and if you successfully complete your course, your degree will be awarded by Lancaster University.

Tuition Fees and Fee Setting

2. For undergraduate students beginning their studies in 2020/21, UA92 will charge the tuition fees that are stated on the course webpage for each year of the course.
3. UA92 will review tuition fees each year. For UK and EU students, if Parliament permits an increase in tuition fees, UA92 along with other HEIs in England may increase fees for each subsequent year of study in line with any such changes. For international students, UA92 will fix the tuition fee for the duration of your course when studied continuously.
4. UA92 operates a “no hidden costs” approach and all compulsory course costs are included within your tuition fees. However, your tuition fees do not include costs of accommodation, costs for extensions to the designated period of study, costs for optional trips and activities, costs related to optional work placements, general living costs, travel costs, personal textbooks and study materials and any other miscellaneous expenses that may be incurred during your period of study.

Payment of fees

5. Every student of UA92 becomes liable for payment of tuition fee upon registration. You must make arrangements with UA92 for the payment of your tuition fees, including any deposit in a timely manner.
6. UA92 reserves the right to withdraw its offer of a place at UA92 if you fail to pay a deposit as requested. International students should also note that UA92 reserves the right to keep any deposits paid in the instance where the

Home Office subsequently refuses a study visa due to an application being rejected due to fraud.

7. Tuition fees are not normally refunded to or in respect of a student who withdraws or is excluded during the academic year.
8. Where there is an outstanding tuition fee debt, UA92 reserves the right to withhold evidence of your award, including any degree, diploma, certificate or transcript and/or take legal action against you. Primarily this constitutes tuition fees, but UA92 reserves the right to deem other unpaid academic related fees and charges as academic debt. If you fail to pay any other (non-tuition fee) sums you owe to UA92, UA92 may take action to recover those sums. This may include in certain circumstances removing the services available to you such as use of the library or sports facilities, and in certain circumstances taking legal action to recover debts owed.
9. Further information is available in the UA92 Tuition Fees policy which is available on the UA92 website.

Admissions

10. UA92's Admissions Policy summarises UA92's policy on undergraduate admissions to full-time and part-time degree programmes, including routes for feedback and complaints. Further information is available in the UA92 Admissions Policy which is available on the UA92 website.

Admissions Complaints and Appeals

11. UA92 has a comprehensive admissions complaints and appeals policy and procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints policy and procedure can be found on our website.

Criminal convictions

12. Your offer of a place may be conditional on you obtaining a Disclosure and Barring Service (DBS) check. If the check is unsatisfactory or it is found that any convictions or other information supplied is incompatible with the requirements of the course, the University will notify you and withdraw its offer to you / withdraw you from the course. Any change of circumstance that would change the results of a DBS should be brought to the attention of the admissions tutor or, if you are already studying with us, the course leader.

Student Protection Plan

13. UA92 undertakes forward planning and, ordinarily, where a decision is taken to cease providing a course or module, or to withdraw from provision at a particular location, registered students currently on course will be taught to the conclusion of their studies and/or consulted on the change. In line with the requirements from the Office for Students, the UA92 Student Protection Plan

outlines the measures that UA92s has in place to 'preserve the continuation and quality of study for all of the provider's students whenever a risk to the continued study of students crystallises'.

14. The UA92 Student Protection Plan is available on the UA92 website.

UA92 Course information

15. The UA92 prospectus is prepared far in advance of the academic year to which it relates so that potential students and other interested parties are able to research potential higher education providers and courses in good time. UA92 will use reasonable endeavours to deliver the course in accordance with the description applied to it in UA92's prospectus for the academic year in which you begin the course. However given the period of time between our prospectus being prepared and registration for the academic year, details of the course may be subject to some change. UA92 courses are subject to ongoing review and development. Changes may be necessary to comply with the requirements of professional accrediting bodies, changes to national subject benchmark statements <https://www.qaa.ac.uk/quality-code/subject-benchmark-statements> or to keep courses contemporary through updating practices or as a result of student feedback. The latest information on UA92 courses can be accessed at the UA92 website.

16. UA92 reserves the right to make changes if we consider such action to be necessary or in the best interests of students. UA92 will consult with students and/or seek student consent in line with the guidelines in the UA92 Student Communication Policy and will keep students and applicants informed of any material changes to UA92 courses and take reasonable steps to minimise any disruption which may result from such a change.

Other contracts

17. As a student, you may choose to enter into other contracts with UA92 or with third parties. Examples of such contracts include:

- Accommodation Contract;
- Catering contracts;
- Preschool (nursery) contract;
- Sports Centre Membership.

These will have their own terms and conditions which are separate from these terms and conditions.

Duration of registration

18. As a full-time undergraduate student you must complete your honours degree within six years of your first registration (pro-rata for awards of Cert HE and Dip HE). This period includes periods of suspension, intercalation and withdrawal from UA92.

Attendance monitoring

19. UA92 believes that students achieve their full potential if they commit to attend classes, engage in other directed and planned learning activities, and undertake assessments (both formative and summative) which form part of their course. UA92 reserves the right to impose disciplinary measures on any student found to have poor attendance. International students must ensure they meet the requirements of their visa with monitoring of all scheduled classes. Failure to do so could lead to the withdrawal of sponsorship of the student.
20. Full details of the Attendance and Engagement policy and procedure can be found on our website.

Your cancellation rights

21. Once you have accepted your offer of a place at UA92 you have 14 days in which to cancel your acceptance (“the Cancellation Period”) and you can do so for any reason. To exercise the right to cancel, you must inform UA92 of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may also use the model cancellation form at the end of this document. UA92 will accept notice of cancellation sent by email to admissions@ua92.ac.uk.
22. If you cancel your acceptance within the Cancellation Period, any fees paid by you to UA92 will be refunded in full. If you start your course within the Cancellation Period, which may happen if you have accepted a place through the adjustment and clearing process, UA92 has the right to charge you a reasonable sum for the course provided.
23. If you cancel your acceptance after the Cancellation Period, UA92 will not refund payments received from you. Depending on when you cancel the Contract, you may be obliged to pay a proportion of your tuition fees.

Health & Safety

24. You have a legal duty to take reasonable care to avoid injury to yourself or to others whilst on UA92 premises and not interfere with or misuse any clothing or equipment provided to protect your health & safety. If your course requires you to work in specialist facilities or laboratories, there may be additional health and safety requirements that you need to abide by and these will be communicated to you as part of your induction to the course and the relevant facilities. This may include wearing specific clothing to ensure your safety whilst in the facility or undertaking the activity.

Intellectual property

25. If you develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from UA92’s academic staff, UA92’s partners, UA92 resources, or as part of a collective project,

programme or research activity, you will be required to assign all rights in such intellectual property to UA92. UA92 will not make any claim to any intellectual property developed by you in circumstances other than those set out above.

Complaints policy and procedure

26. UA92 has a comprehensive complaints policy and procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints policy and procedure can be found on our website.

Student Conduct

27. UA92 expects that its students should conduct themselves appropriately both in academic and non-academic environments. All students are required to act within the Student Discipline Regulations and Procedure of UA92 which are subject to UK laws but take precedence over any other UA92 regulations or policy. UA92 has a right to take disciplinary action against any student who fails to observe UA92 regulations. Disciplinary action could include withdrawal from studies. A decision by UA92 to withdraw you from study will be taken in accordance with these Regulations and Procedure and subject to any right of appeal or review.
28. If UA92 has good reason to withdraw you and does so in accordance with the relevant regulations, UA92 will not be liable to compensate you for any loss or damage you may suffer as a result. Full details of UA92 Student Discipline Regulations and Procedure can be found on our website.

Students with Disabilities

29. UA92 welcomes applications from those with disabilities and is committed to discharging its duty under the Equality Act 2010. Although it is rare, it should be noted that UA92 might not always be in a position to make adjustments that student's request, as they may not be reasonable in the particular circumstances e.g. the adjustments may not be practical or may incur significant expense for UA92. Where an applicant/student has complex needs, UA92 will liaise with the applicant/student and review whether it is possible to make the adjustments as soon as it can following disclosure of the disability.
30. This review may include an information interview and/or an assessment of need to enable UA92 to get a better understanding of the applicant/students' needs and UA92's ability reasonably to meet them. UA92 will confirm the position as soon as possible. Admission or enrolment may be refused or deferred if, following an assessment of need, provision of the adjustments required by the applicant cannot reasonably be provided at that time.
31. Applicants/students have no obligation to disclose a disability and if they do disclose it, they have a right to request that it remains confidential. It is

important for applicants/students however to be aware that if they do not disclose details of their disability UA92 may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of your course or in rare circumstances, that the requested adjustments cannot be implemented.

Data Protection

32. UA92 takes data protection seriously, you can find out more about how UA92 handles student data and your rights in relation to data protection in our Fair Processing Notice for students a copy of which can be found on our website. It is important that you read this Fair Processing Notice as it will tell you what personal information we collect from you, why, what we do with it and who we may share it with. Full details of the way in which UA92 uses your data are available in our Privacy Notice.

Data Processing by Third Parties

33. UA92 uses third-party organisations to provide some of its information systems services for students. In some cases, this may involve sharing the minimum required personal data with these third parties to enable their provision of service to students.

Refund and Reimbursement Policy

34. In line with the requirements of the Office for Students (OFS) UA92 has in place a Refund and Reimbursement policy. This policy sets out the arrangements that would apply in the unlikely event that a student registered with University Academy 92 (UA92) is unable to continue or complete their course of study due to actions UA92 has taken.

35. The Refund and Reimbursement policy is available on our website.

Disclaimers

36. UA92 will make reasonable efforts to provide educational services as described in the prospectus or in other documents issued by it, to appropriately enrolled students. Sometimes circumstances beyond the control of UA92 mean that it cannot provide such educational services. Examples of such circumstances include:

- (a) industrial action by UA92 staff or third parties;
- (b) the unanticipated departure of key members of UA92 staff;
- (c) damage to buildings or equipment;
- (d) power failure;
- (e) acts of terrorism;
- (f) the acts of any governmental or local authority; or
- (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

37. In these circumstances, UA92 will take reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. To the full extent that is possible under the general law UA92 excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
38. UA92 does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.
39. UA92 does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' personal property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage. You are advised to obtain relevant insurance against theft, damage and other risks.

UA92 Regulations and Policies

40. In accepting an offer of a place at UA92, you are agreeing to comply with the provisions of all UA92's student policies that apply to enrolled students as amended from time to time. The current policies are available on the UA92 website.
41. UA92 reserves the right to make reasonable changes to its policies where in the opinion of UA92 this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- (a) To review and update the policies to ensure they are fit for purpose;
 - (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (c) To incorporate sector guidance or best practice;
 - (d) To incorporate feedback from students; and/or
 - (e) To aid clarity or consistency of approach.
42. Any changes will normally come into effect at the start of an academic year, although may be introduced during an academic year where UA92 reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances.
43. UA92 will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated policies will be made available on UA92's website and may be publicised by other means so that students are made aware of any changes.

44. You will have access to the use of UA92's IT facilities while you are a registered student at UA92. You will be required to sign up to the UA92 IT User Policy at registration. Breach of the UA92 IT User Policy may result in UA92 taking disciplinary action which may result in you being suspended or excluded from your studies (see also Student Conduct).

45. Full details of the IT user policy can be found on our website.

General

46. UA92 is regulated by the Office for Students
<https://www.officeforstudents.org.uk/>.

47. The Contract between you and University Academy 92 Ltd can only be enforced by either party. The Contracts (Rights of Third Parties) Act 1999 does not apply.

48. If any provision of the Contract between you and University Academy 92 Ltd is held to be void or unenforceable in whole or in part by any court or other competent authority, the Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

49. The Contract shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English courts.



**UNIVERSITY
ACADEMY 92**
MANCHESTER

CANCELLATION FORM

Please fill out this form and send by post addressed to:
UA92

Talbot Rd
Trafford
Manchester
M16 0PU

Or send by email to admissions@ua92.ac.uk

I hereby give notice that I wish to cancel my contract with UA92 to study a course commencing: (Month/Year)

Student Name:

Student Number:

Course Title:

Student Address:

Signature of Student:

Date:

