UCQ HIGHER EDUCATION STUDENT TERMS AND CONDITIONS

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PART 1: GENERAL PROVISIONS

1. Purpose

1.1 The purpose of this Agreement is to set out the contractual relationship between University Centre Quayside Limited ("UCQ") and non-apprenticeship students enrolled on higher education programmes leading to awards validated by The Open University.

1.2 This Agreement explains the educational services that UCQ will provide, the responsibilities placed upon students, and the rights and obligations that apply throughout the period of study.

1.3 This Agreement should be read in conjunction with:

1) Regulations for Validated Awards of The Open University ("Regulations");
2) Programme Specification;
3) GP-018 Student Protection Plan;
4) Deferral, Interruption of Studies and Withdrawal Policy
5) Tuition Fee Policy;
6) Student Offer and Programme Schedule (Appendix A);
7) UCQ Higher Education Student Terms and Conditions;
8) Other UCQ policies and procedures.

1.4 By accepting an offer of admission and completing enrolment, students agree to be bound by the terms contained within this Agreement and all associated documents referenced herein.

2. Scope

2.1 This Agreement applies to all non-apprenticeship students enrolled on higher education programmes delivered by UCQ that lead to awards validated by The Open University.

2.2 This Agreement applies from the point at which a student accepts an offer of admission and remains in force until:

a) completion of the programme;
b) withdrawal from the programme;
c) exclusion from the programme; or
d) termination of the contractual relationship in accordance with this Agreement.

2.3 Certain provisions of this Agreement, including those relating to outstanding fees, complaints, appeals, confidentiality, data protection and record retention, may continue to apply following completion or withdrawal from study.

3. Definitions

3.1 For the purposes of this Agreement:

"Academic Board" means the committee responsible for academic quality, standards and assurance within UCQ.

"Agreement" means this UCQ Higher Education Student Terms and Conditions.

“Deferral of Entry” is a postponement of the commencement of studies before a student has enrolled on a programme.

“Interruption of Studies” is a temporary suspension of studies following enrolment.

"Programme Specification" means the approved definitive record of the programme, including programme learning outcomes, structure, assessment arrangements and award requirements.

"Regulations" means the Regulations for Validated Awards of The Open University.

"Student" means any individual enrolled on a non-apprenticeship higher education programme delivered by UCQ.

"Student Offer and Programme Schedule" means the programme-specific document issued to an individual student detailing programme, fee and enrolment information.

"UCQ" means University Centre Quayside Limited.

4. Hierarchy of Documents

4.1 This Agreement forms part of a wider contractual and academic framework.

4.2 In the event of any inconsistency between documents, the following order of precedence shall apply:

1) Regulations for Validated Awards of The Open University (“Regulations”);
2) Programme Specification;
3) GP-018 Student Protection Plan;
4) Deferral, Interruption of Studies and Withdrawal Policy
5) Tuition Fee Policy;
6) Student Offer and Programme Schedule (Appendix A);
7) UCQ Higher Education Student Terms and Conditions;
8) Other UCQ policies and procedures.

4.3 Where a matter relates to academic standards, assessment, progression, awards, academic misconduct, academic appeals or Boards of Examiners, the Regulations shall prevail.

4.4 Where a matter relates to student protection, refunds or compensation from student protection events, GP-018 Student Protection Plan shall prevail.

4.5 Where a matter relates to tuition fees, fee liability, payment arrangements, refunds arising from interruption of studies or withdrawal, or debt recovery arrangements, the Tuition Fee Policy shall prevail.

5. Consumer Rights

5.1 UCQ is committed to complying with its obligations under consumer protection legislation, including the Consumer Rights Act 2015.

5.2 Nothing within this Agreement, the Programme Specification, the Tuition Fee Policy, GP-018 Student Protection Plan, or any other UCQ policy or procedure is intended to remove or restrict any statutory rights available to students.

5.3 Students retain all rights and protections available under applicable consumer protection legislation.

5.4 Where any provision of this Agreement is found to be inconsistent with applicable consumer protection legislation, the relevant legislation shall prevail to the extent necessary.

5.5 UCQ will ensure that information provided to applicants and students is clear, accurate, accessible and timely, enabling students to make informed decisions regarding their studies.

6. Pre-Contract Information

6.1 Prior to enrolment, UCQ will provide applicants with information sufficient to enable them to make an informed decision regarding their proposed programme of study.

6.2 This information will normally include:

a) programme title;
b) award title;
c) awarding arrangements;
d) programme duration;
e) mode of study;
f) tuition fees and payment arrangements;
g) additional programme costs, where applicable;
h) Programme Specification;
i) GP-018 Student Protection Plan
j) Tuition Fee Policy;
k) admissions requirements;
l) information regarding student support services; and
m) this Agreement.

6.3 UCQ will take reasonable steps to ensure that all information provided to applicants is accurate, clear, timely and accessible.

6.4 Applicants are responsible for reviewing all information provided before accepting an offer of admission.

6.5 Information regarding cancellation rights and cooling-off arrangements is contained within the Tuition Fee Policy.

7. Changes to Pre-Contract Information

7.1 UCQ will not normally make material changes to information provided to applicants after an offer has been accepted.

7.2 However, there may be circumstances where changes become necessary to:

a) comply with legal or regulatory requirements;
b) comply with requirements of The Open University;
c) comply with the requirements of a Professional, Statutory or Regulatory Body;
d) respond to developments in academic knowledge or professional practice;
e) address operational requirements; or
f) improve the quality of the student experience.

7.3 Where a material change becomes necessary, UCQ will:

a) notify affected students as soon as reasonably practicable;
b) explain the reasons for the proposed change;
c) explain the likely impact of the change;
d) consider reasonable alternatives where appropriate; and
e) implement mitigation measures where required.

7.4 Programme changes will be managed in accordance with approved UCQ quality assurance processes, including TLA-012 HE Programme Proposal and Amendment Policy, and relevant consumer protection requirements.

8. Student Offer and Programme Schedule

8.1 Each student will be issued with a Student Offer and Programme Schedule (Appendix A).

8.2 The Student Offer and Programme Schedule forms part of the contractual arrangements between UCQ and the student and will normally include:

a) student name;
b) programme title;
c) award title;
d) mode of study;
e) programme start date;
f) expected completion date;
g) tuition fees;
h) payment arrangements;
i) Recognition of Prior Learning, where applicable; and
j) any programme-specific requirements.

8.3 Students are responsible for reviewing the Student Offer and Programme Schedule and notifying UCQ of any inaccuracies.

9. Programme Specifications

9.1 Each programme is supported by an approved Programme Specification.

9.2 The Programme Specification defines the academic characteristics of the programme and includes information regarding:

a) programme learning outcomes;
b) programme structure;
c) assessment arrangements;
d) progression requirements; and
e) award requirements.

9.3 Students are responsible for familiarising themselves with the Programme Specification applicable to their programme.

9.4 Students must successfully satisfy all approved programme requirements before an award can be conferred.

10. Recognition of Prior Learning

10.1 UCQ operates arrangements for the AD-006 Recognition of Prior Learning ("RPL") in accordance with approved policies and the Regulations.

10.2 RPL may be granted based on prior certificated learning, prior experiential learning or other approved forms of prior achievement.

10.3 Any approved RPL will be recorded within the Student Offer and Programme Schedule and relevant student records.

11. Tuition Fees and Financial Arrangements

11.1 Tuition fees applicable to a student's programme are detailed within the Student Offer and Programme Schedule.

11.2 Students are responsible for ensuring that all tuition fees and charges are paid in accordance with agreed arrangements.

11.3 Where tuition fees are paid through a sponsor, employer or funding body, the student remains responsible for ensuring that appropriate funding arrangements remain in place.

11.4 Students must notify UCQ immediately if there are any changes to funding arrangements that may affect payment of tuition fees.

11.5 UCQ reserves the right to review tuition fees for future academic years in accordance with applicable regulatory requirements and published fee arrangements.

11.6 Any tuition fee increases will not be applied retrospectively and will be communicated to students in advance.

11.7 Tuition fees, fee liability, payment arrangements, standard refunds and debt recovery arrangements are governed by the TLA-031 Tuition Fee Policy.

12. Additional Costs

12.1 UCQ will take reasonable steps to ensure that students are informed of any mandatory additional costs associated with their programme before enrolment.

12.2 Additional costs may vary depending upon the programme of study and may include, but are not limited to:

a) specialist equipment;
b) professional registration fees;
c) enhanced Disclosure and Barring Service (DBS) checks;
d) costs associated with professional memberships;
e) optional study visits or field trips;
f) optional graduation attendance costs; and
g) printing, stationery or personal study materials.

12.3 Where additional costs are known in advance, UCQ will endeavour to communicate these costs as part of pre-contract information.

12.4 Students are responsible for meeting any personal study costs associated with their programme unless otherwise stated.

13. Student Finance and Funding

13.1 Students are responsible for ensuring that appropriate funding arrangements are in place throughout their period of study.

13.2 Where tuition fees are paid through a student finance provider, sponsor, employer or other third party, students remain responsible for ensuring that the required funding remains available.

13.3 Changes to a student's study status, including interruption of studies, withdrawal or changes in attendance, may affect eligibility for funding.

13.4 Students are responsible for seeking independent advice from the relevant funding body regarding the implications of any change in study status.

13.5 UCQ accepts no responsibility for decisions made by external funding bodies.

14. Outstanding Fees and Debt

14.1 Students are required to pay tuition fees and other authorised charges in accordance with agreed payment arrangements.

14.2 Where a student fails to make payment when due, UCQ will normally seek to resolve the matter informally in the first instance.

14.3 Prior to any sanctions being applied, UCQ will normally:

a) notify the student in writing;
b) provide a reasonable opportunity to resolve the matter;
c) consider any evidence provided by the student;

d) consider any exceptional circumstances disclosed by the student.

14.4 Where debts remain unresolved, UCQ may take appropriate action, including:

a) restricting access to certain non-essential services;
b) restricting re-enrolment onto future modules or academic years;
c) withholding awards or certification where legally permissible;
d) initiating formal debt recovery processes;
e) withdrawal from study where appropriate.

14.5 UCQ will act reasonably and proportionately in all such circumstances and will seek to minimise adverse impacts on students wherever possible.

15. Student Responsibilities

15.1 Students are expected to take responsibility for their learning and to engage actively with their programme of study.

15.2 Students must:

a) comply with this Agreement;
b) comply with the Regulations for Validated Awards of The Open University;
c) comply with applicable UCQ policies and procedures;
d) provide accurate and complete information during admissions, enrolment and throughout their studies;
e) maintain up-to-date contact details;
f) engage appropriately with learning activities;
g) submit assessments in accordance with published requirements;
h) behave respectfully towards staff, students and third parties;
i) use UCQ systems and resources responsibly.

15.3 Students are expected to familiarise themselves with information made available through UCQ communication channels and digital learning platforms.

15.4 Failure to comply with these responsibilities may result in intervention, support measures, disciplinary action, interruption of studies or withdrawal.

16. Attendance and Engagement

16.1 Students are expected to participate fully in their programme of study and engage with all required learning activities.

16.2 In accordance with the Regulations, students are normally required to attend a minimum of 80% of all scheduled learning activities unless an authorised absence has been approved.

16.3 Attendance and engagement requirements apply to all forms of learning activity, including:

a) lectures;
b) seminars;
c) tutorials;

d) workshops;
e) employer-based learning activities;
f) online learning sessions;
g) other scheduled academic activities.

16.4 Attendance and engagement will be monitored by UCQ.

16.5 Where attendance or engagement falls below expected levels, UCQ may:

a) contact the student to discuss concerns;
b) implement support measures;
c) require attendance at support meetings;
d) initiate attendance monitoring procedures;
e) initiate interruption or withdrawal procedures where appropriate.

16.6 Students experiencing difficulties affecting attendance or engagement are expected to notify UCQ as soon as reasonably practicable so that appropriate support can be considered.

16.7 Full details regarding attendance and engagement requirements are contained within the Regulations for Validated Awards of The Open University.

17. Student Communications

17.1 Students are responsible for maintaining accurate contact information throughout their studies.

17.2 Students are required to:

a) regularly access their UCQ email account;
b) regularly review information published through UCQ systems;
c) respond to reasonable requests for information from UCQ;
d) notify UCQ promptly of changes to personal contact details.

17.3 UCQ will normally communicate with students using official UCQ communication channels.

17.4 Communications sent to a student's UCQ email account will normally be deemed delivered on the date sent unless there is evidence to the contrary.

17.5 Students are responsible for ensuring that they can access communications sent through UCQ systems.

18. Digital Learning Environment and Technology Requirements

18.1 UCQ delivers higher education provision using digital learning platforms and associated technologies.

18.2 Students are responsible for ensuring that they have access to:

a) suitable internet connectivity;
b) appropriate hardware;

c) appropriate software;
d) any technical requirements specified by UCQ.

18.3 Students must:

a) keep passwords secure;
b) protect account credentials;
c) comply with acceptable use requirements;
d) use systems lawfully and responsibly.

18.4 Students must not:

a) attempt unauthorised access to UCQ systems;
b) interfere with the operation of UCQ systems;
c) share account credentials with others;
d) use UCQ systems for unlawful or inappropriate purposes.

18.5 UCQ reserves the right to suspend access to systems where misuse is identified.

18.6 Students must act in accordance with UCQ's SA-014 Safe Use of IT Policy.

19. Recording of Learning Activities

19.1 UCQ may record learning activities for educational, quality assurance, safeguarding, training or operational purposes.

19.2 Recordings may include audio, video, presentations, learning materials and other educational content.

19.3 Students will be informed where recordings are taking place.

19.4 Recordings will be processed, stored and retained in accordance with applicable data protection legislation and UCQ's DA-001 Data and Privacy Policy.

19.5 Students must not make, distribute or publish recordings of learning activities without appropriate authorisation from UCQ.

20. Academic Integrity and Academic Misconduct

20.1 UCQ is committed to maintaining the highest standards of academic integrity and scholarship.

20.2 Students are expected to demonstrate honesty, fairness, responsibility and integrity in all aspects of their academic work.

20.3 Students must ensure that all work submitted for assessment:

a) is their own work unless collaborative working has been expressly authorised;
b) appropriately acknowledges the work of others;
c) accurately represents any research, data or evidence used;
d) complies with programme and assessment requirements.

20.4 **Use of Artificial Intelligence**

20.4.1 UCQ recognises that artificial intelligence ("AI") technologies may support learning and development.

20.4.2 Students must comply with TLA-027 Academic Integrity: Generative AI Tools.

20.4.3 Unless explicitly authorised, students must not:

a) present AI-generated content as their own original work;
b) use AI tools in a manner that compromises academic integrity;
c) use AI tools to circumvent assessment requirements.

20.4.4 Students remain fully responsible for all work submitted in their name, irrespective of any technological assistance used in its creation.

20.5 **Academic Misconduct**

20.5.1 Procedures for academic misconduct are published in the Regulations or TLA-001 Academic Misconduct Policy.

20.5.2 Academic misconduct includes, but is not limited to:

a) plagiarism;
b) collusion;
c) contract cheating;
d) fabrication or falsification of data;
e) impersonation;
f) unauthorised use of materials during assessment;
g) inappropriate use of artificial intelligence;
h) any attempt to gain an unfair academic advantage.

20.6 **Investigation and Outcomes**

20.6.1 Allegations of academic misconduct will be investigated in accordance with TLA-001 and the Regulations.

20.6.2 Outcomes may include:

a) academic warnings;
b) reduction of marks;
c) reassessment requirements;
d) failure of assessments;
e) suspension;
f) withdrawal from the programme.

20.7 **Appeals**

20.7.1 Students have the right to challenge decisions in accordance with the AC-001 Appeals Procedure and the Regulations.

21. Professional Behaviour

21.1 General Expectations

21.2 Students are expected to behave professionally and responsibly throughout their studies.

21.3 Students must demonstrate behaviour consistent with:

a) the values of UCQ;
b) programme requirements;
c) relevant professional standards;
d) employer requirements where applicable.

21.2 Work-Based Learning and Professional Practice

21.2.1 Students participating in:

a) work-based learning;
b) placements;
c) professional practice activities;
d) employer-sponsored programmes;

must conduct themselves in a manner that reflects positively on:

a) themselves;
b) UCQ;
c) employers and placement providers;
d) The Open University.

Failure to maintain appropriate professional standards may result in disciplinary action (GP024 Student Disciplinary Procedure) or removal from relevant activities.

21.3 Student Conduct

21.3.1 Expected Standards of Conduct

Students are expected to:

a) treat others with dignity and respect;
b) contribute positively to the learning environment;
c) engage constructively with staff and fellow students;
d) comply with lawful and reasonable instructions issued by UCQ.

21.4 Unacceptable Conduct

Examples of unacceptable conduct include:

a) abusive behaviour;
b) threatening behaviour;

c) intimidation;
d) discrimination;
e) harassment;
f) victimisation;
g) misuse of UCQ facilities;
h) damage to property;
i) behaviour that brings UCQ into disrepute.

21.5 Disciplinary Action

21.5.1 Alleged misconduct will be managed in accordance with the GP-024 Student Disciplinary Procedure.

21.5.2 Sanctions may include:

a) warnings;
b) restrictions on access;
c) suspension;
d) withdrawal from study.

22. Bullying, Harassment and Sexual Misconduct

22.1 Commitment

22.1.1 UCQ is committed to providing a safe, inclusive and respectful learning environment.

22.1.2 Bullying, harassment and sexual misconduct will not be tolerated. UCQ's single comprehensive source of information is available here: https://ucq.ac.uk/safeguarding-and-prevent/

22.2 Reporting

22.2.1 Students are encouraged to report concerns at the earliest opportunity.

22.2.2 Reports may be made through designated reporting routes established by UCQ.

22.3 Support

22.3.1 Support may be available to affected students through:

a) wellbeing services;
b) safeguarding arrangements;
c) academic support mechanisms;
d) external specialist services.

22.4 Investigation

22.4.1 Concerns will be managed in accordance with SA-021 Bullying and Harassment Policy and SA-018b Sexual Misconduct Policy – For Students.

23. Academic Freedom and Freedom of Speech

23.1 Academic freedom and freedom of speech is managed in accordance with TLA-028 Academic Freedom and Freedom of Speech Code of Practice.

23.2 UCQ supports lawful freedom of expression and open academic discussion.

23.3 Students are encouraged to explore ideas, challenge assumptions and engage critically with diverse viewpoints.

23.4 Students are expected to engage respectfully with others and recognise the rights of others to hold differing opinions and beliefs.

23.5 Freedom of expression does not extend to behaviour that is unlawful, discriminatory, harassing or threatening. Disciplinary measures may be taken in such instances.

24. Student Support and Wellbeing

24.1 Student welfare measures are managed in accordance with SA-016 Student Welfare Policy.

24.2 UCQ recognises that students may require support during their studies and is committed to providing an inclusive and supportive learning environment.

24.3 Support may include:

a) academic support;
b) disability support;
c) reasonable adjustments;
d) wellbeing support;
e) safeguarding support;
f) signposting to external services.

24.4 **Student Responsibilities**

24.4.1 Students are encouraged to seek support as early as possible where difficulties arise.

24.4.2 Timely disclosure of support needs enables UCQ to consider appropriate support arrangements.

24.5 **Reasonable Adjustments**

24.5.1 Students with disabilities or additional support needs may request reasonable adjustments.

24.5.2 Requests will be considered in accordance with GP-011 Reasonable Adjustments Policy

25. Safeguarding and Criminal Convictions

25.1 UCQ is committed to safeguarding and promoting the welfare of all learners.

25.2 Students are encouraged to report safeguarding concerns involving themselves or others.

25.3 Safeguarding concerns will be managed in accordance with SA-001 Safeguarding Policy and appendices.

25.4 Students should refer to UCQ's single comprehensive source of information here: https://ucq.ac.uk/safeguarding-and-prevent/

25.5 Applicants are required to declare any relevant unspent criminal convictions as part of the admissions process. For programmes involving regulated activity or placements with children or adults at risk, applicants may also be required to disclose criminal convictions and other information in accordance with applicable safeguarding and Disclosure and Barring Service (DBS) requirements.

25.6 Where a declaration is made, or where safeguarding information comes to light at any stage before or during a student's studies, UCQ may undertake a safeguarding risk assessment in accordance with its Safeguarding Policy and the Criminal Convictions and Risk Assessment Panel procedure. The purpose of this assessment is to determine whether any identified risks can be appropriately managed and whether any conditions are required to support the student's participation or protect members of the UCQ community.

25.7 Failure to disclose relevant information, or the provision of false or misleading information, may result in an application being rejected, an offer of a place being withdrawn, or disciplinary action up to and including withdrawal from the programme, where appropriate and proportionate.

25.8 Further information about the declaration process, the risk assessment procedure and applicants' rights of appeal is available within UCQ's Safeguarding Policy and its accompanying Appendix A Criminal Convictions and Risk Assessment Panel procedure.

26. Fitness to Study

26.1 Fitness to study is managed in accordance with TLA-019 Fitness to Study Policy and Procedure.

26.2 UCQ recognises that physical health, mental health, wellbeing and personal circumstances can affect a student's ability to participate successfully in higher education.

26.3 The purpose of the Fitness to Study process is supportive rather than punitive.

26.4 Where concerns arise, UCQ will normally seek to identify supportive measures and reasonable adjustments before considering formal action.

26.5 A Fitness to Study process may be initiated where there are concerns regarding:

a) a student's wellbeing;
b) a student's ability to engage effectively with their studies;
c) the safety of the student;
d) the safety or wellbeing of others.

26.6 Possible outcomes may include:

a) additional support measures;
b) agreed action plans;
c) reasonable adjustments;
d) interruption of studies;
e) return-to-study arrangements;
f) withdrawal from study where no reasonable alternative exists.

26.7 The Fitness to Study process may operate alongside:

a) safeguarding procedures;
b) disciplinary procedures;
c) attendance monitoring processes;
d) student support arrangements.

Full details are contained within the TLA-019 Fitness to Study Policy and Procedure.

PART 2: DEFERRAL OF ENTRY AND INTERRUPTION OF STUDIES

27. Deferral of Entry

27.1 **Purpose**

27.1.1 Students who have accepted an offer of admission but have not yet enrolled may request a deferral of entry where circumstances prevent them from commencing their studies as originally planned.

27.2 **Requests for Deferral**

27.2.1 Requests for deferral of entry should normally be submitted in writing before the programme start date and should include sufficient information to enable UCQ to consider the request.

27.3 **Approval of Deferral**

27.3.1 Deferral requests will be considered in accordance with the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.

27.3.2 Approval of a deferral is not automatic and will be subject to programme availability and any applicable regulatory, funding or validation requirements.

27.4 **Duration of Deferral**

27.4.1 Deferrals will normally be approved until the next available intake unless otherwise agreed by UCQ.

27.5 **Funding and Financial Implications**

27.5.1 Students remain responsible for understanding the implications of a deferral on any funding arrangements, sponsorship arrangements or student finance entitlement.

27.5.2 Tuition fee liability does not normally arise where a student defers prior to enrolment.

27.6 **Further Information**

27.6.1 Detailed procedures relating to deferral of entry are set out within the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.

28. Interruption of Studies

28.1 **Purpose**

28.1.1 Students who have enrolled on a programme of study may request an interruption of studies where circumstances significantly affect their ability to continue studying.

28.2 **Requests for Interruption**

28.2.1 Requests for interruption of studies should normally be submitted in writing and may require supporting evidence.

28.2.2 The effective date for interruption of studies will be the date on which written notification of withdrawal is received by UCQ.

28.2.3 For institution-initiated interruptions of study, the date on which UCQ formally determines, in accordance with the approved procedures, that the interruption has occurred.

28.3 **Approval of Interruption**

28.3.1 Interruptions of studies will be considered in accordance with the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy and the Regulations for Validated Awards of The Open University.

28.4 **Institutional Interruption**

28.4.1 UCQ may require a temporary interruption of studies where this is considered necessary in relation to:

a) safeguarding concerns;
b) student welfare concerns;
c) Fitness to Study outcomes;
d) other exceptional circumstances affecting a student's ability to continue studying safely or effectively.

28.5 **Academic Implications**

28.5.1 Academic implications associated with an interruption of studies will be managed in accordance with the Regulations for Validated Awards of The Open University.

28.6 **Financial Implications**

28.6.1 Tuition fee liability, payment arrangements and refunds arising from an interruption of studies are governed by the TLA-031 Tuition Fee Policy.

28.6.2 Students should also consider any implications for student finance, sponsorship or other funding arrangements.

28.7 **Return to Study**

28.7.1 Students approved for an interruption of studies may be required to confirm their intention to return and comply with any return-to-study requirements specified by UCQ.

28.8 **Failure to Return**

28.8.1 Where a student fails to return following an approved interruption of studies, UCQ may initiate withdrawal procedures in accordance with the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.

29.1 **Further Information**

29.1.1 Detailed procedures relating to interruptions of studies are set out within the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.

PART 3: WITHDRAWAL FROM STUDIES

30. Withdrawal from Study

30.1 **Student-Initiated Withdrawal**

30.1.1 Students may withdraw from their programme at any time by providing written notification to UCQ.

30.1.2 The effective withdrawal date will normally be the date on which notification is received.

30.1.3 Students are encouraged to discuss withdrawal with UCQ before making a final decision so that alternative support options can be explored.

30.2 **Support Prior to Withdrawal**

30.2.1 Before a withdrawal is confirmed, UCQ may discuss:

a) support arrangements;
b) reasonable adjustments;
c) interruption of studies;
d) academic support;
e) financial implications;
f) alternative options available to the student.

30.2.2 Nothing in this section prevents a student from exercising their right to withdraw.

30.3 **Institutional Withdrawal**

30.3.1 For institution-initiated withdrawals, the effective withdrawal date will be the date on which UCQ determines that withdrawal has occurred following approved procedures.

30.3.2 UCQ may withdraw a student where continued registration is no longer appropriate. Examples may include:

a) persistent non-engagement;
b) failure to meet attendance requirements;
c) non-payment of tuition fees;
d) serious misconduct;
e) academic misconduct outcomes;
f) Fitness to Study outcomes;
g) safeguarding concerns;
h) provision of false, misleading or fraudulent information;
i) failure to comply with conditions of registration;
j) failure to disclose criminal convictions in accordance with the Safeguarding Policy
k) any other circumstance where continued registration is no longer considered appropriate.

30.3.3 UCQ will ensure that appropriate procedures have been followed before withdrawal is implemented.

30.4 **Non-Engagement**

30.4.1 Students are expected to engage actively with their programme throughout their studies.

30.4.2 Where a student fails to engage with learning activities, assessment requirements or communications from UCQ, intervention measures may be initiated.

30.4.3 Withdrawal will normally be considered only after reasonable attempts have been made to contact and support the student.

30.4.4 Detailed procedures relating to withdrawal are set out within the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.

30.5 **Non-Payment of Tuition Fees**

30.5.1 Students remain responsible for tuition fee liabilities in accordance with agreed arrangements.

30.5.2 Where non-payment occurs, UCQ may initiate debt management and recovery processes in accordance with Section 14 of this Agreement and the TLA-031 Tuition Fee Policy.

30.6 **Consequences of Withdrawal**

30.6.1 Withdrawal may affect:

a) tuition fee liability;
b) funding eligibility;
c) future funding entitlement;
d) immigration status where applicable;
e) eligibility for awards or exit awards;
f) future applications to UCQ.

30.6.2 Students are responsible for obtaining advice from relevant agencies regarding any implications arising from withdrawal.

30.6.3 Tuition fee liability and refunds arising from withdrawal will be determined in accordance with the TLA-031 Tuition Fee Policy.

30.7 **Exit Awards**

30.7.1 Students who withdraw may be eligible for an exit award where sufficient credit has been achieved.

30.7.2 Eligibility for exit awards is determined in accordance with the Regulations and approved Programme Specifications.

30.8 **Re-Admission**

30.8.1 Withdrawal from a programme does not guarantee a future right of re-admission.

30.8.2 Applications for re-admission will be considered in accordance with admissions requirements and programme availability at the time of application.

30.9 **Termination of Contract**

30.9.1 The contractual relationship between UCQ and the student will normally terminate when:

a) the student completes the programme;
b) the student withdraws from the programme;
c) the student is withdrawn by UCQ;
d) the student is excluded following disciplinary action;
e) programme closure arrangements are completed under GP-018 Student Protection Plan.

29.9.2 Certain obligations, including those relating to fees, complaints, appeals, confidentiality, data protection and record retention, may continue after termination.

PART 4: PROGRAMME CHANGES

31. Programme Changes

31.1 **UCQ Commitment**

31.1.1 UCQ will take reasonable steps to deliver programmes in accordance with published information and approved Programme Specifications.

31.1.2 However, there may be circumstances where changes become necessary.

31.2 **Reasons for Change**

31.2.1 Changes may be required to:

a) maintain academic standards;
b) comply with legal requirements;
c) comply with regulatory requirements;
d) comply with requirements of The Open University;
e) comply with requirements of Professional, Statutory or Regulatory Bodies;
f) reflect developments in academic knowledge or professional practice;
g) improve the quality of the student experience;
h) respond to operational requirements.

31.3 **Minor Changes**

31.3.1 UCQ may implement minor changes that do not materially affect the nature of the programme. Examples may include:

a) updates to reading lists;
b) changes to teaching staff;
c) administrative changes;
d) minor curriculum enhancements.

31.4 **Material Changes**

31.4.1 Material changes may include changes affecting:

a) programme title;
b) award title;
c) programme structure;
d) delivery arrangements;
e) assessment methods;
f) module availability;
g) tuition fees;
h) professional recognition.

31.4.2 Where a material change is proposed, UCQ will:

a) notify affected students as early as reasonably practicable;
b) explain the reasons for the proposed change;

c) explain the likely impact;
d) provide opportunities for feedback;
e) consider reasonable alternatives;
f) implement mitigation measures where appropriate.

31.4.3 Student consent will be sought in accordance with TLA-012 HE Programme Proposal and Amendment Policy.

PART 5: STUDENT PROTECTION, REFUNDS AND COMPENSATION

32. Student Protection

32.1 UCQ is committed to supporting students to complete their studies wherever reasonably possible.

32.2 Student protection arrangements are set out within GP-018 Student Protection Plan.

32.3 **Circumstances Covered**

32.3.1 Student protection arrangements may apply where there is a risk to continuation of study arising from:

a) programme closure;
b) campus or learning centre closure;
c) loss of validation arrangements;
d) significant curriculum change;
e) cessation of delivery;
f) provider failure;
g) other significant institutional events.

32.4 **Protection Measures**

32.4.1 Depending upon the circumstances, protection measures may include:

a) continuation of study arrangements;
b) alternative delivery arrangements;
c) transfer opportunities;
d) teach-out arrangements;
e) additional academic support;
f) financial support where appropriate.

32.5 **Refunds and Compensation**

32.5.1 Refunds and compensation arising from student protection events will be considered in accordance with GP-018 Student Protection Plan (Refund and Compensation Policy).

32.5.2 Tuition fee liability, routine fee refunds and payment arrangements are governed by the TLA-031Tuition Fee Policy.

32.6 **Student Consultation**

32.6.1 Where significant risks to continuation of study arise, UCQ will communicate with affected students as early as reasonably practicable and seek to minimise disruption wherever possible, in accordance with GP-018 Student Protection Plan.

PART 6: COMPLAINTS

33. Complaints

33.1 **Commitment**

33.1.1 UCQ is committed to providing a high-quality student experience and seeks to resolve concerns fairly, consistently and promptly.

33.1.2 Students are encouraged to raise concerns at the earliest opportunity so that appropriate action can be considered.

33.2 **Informal Resolution**

33.2.1 Where appropriate, concerns should initially be raised informally with the relevant member of staff or department.

33.2.2 UCQ will seek to resolve concerns quickly and constructively wherever possible.

33.3 **Formal Complaints**

33.3.1 Where a matter cannot be resolved informally, students may submit a formal complaint in accordance with the AC-002 Complaints Procedure.

33.3.2 Complaints will normally be investigated impartially and in accordance with the principles of procedural fairness.

33.4 **Outcomes**

33.4.1 Outcomes may include:

a) explanations or clarification;
b) recommendations for improvement;
c) corrective actions;
d) remedies considered appropriate in the circumstances.

33.5 **Completion of Procedures**

33.5.1 Upon completion of the internal complaints process, students will be informed of the outcome and any further review options available.

33.5.2 Full details are contained within the AC-002 Complaints Procedure.

PART 7: APPEALS

34. Appeals

34.1 **Right of Appeal**

34.1.1 Students have the right to appeal certain academic and procedural decisions in accordance with the AC-001 Appeals Procedure and the Regulations for Validated Awards of The Open University.

34.2 **Grounds for Appeal**

34.2.1 Appeals may only be submitted on approved grounds as defined within the AC-001 Appeals Procedure and the Regulations.

34.2.2 Disagreement with academic judgement alone will not normally constitute valid grounds for appeal.

34.3 **Appeals Process**

34.3.1 Appeals will be considered in accordance with approved procedures and principles of procedural fairness.

34.3.2 Students will be provided with information regarding:

a) eligibility;
b) timescales;
c) evidence requirements;
d) outcomes.

34.4 **Completion of Procedures**

34.4.1 Students will be notified when internal appeal procedures have been completed.

34.4.2 Full details are contained within the AC-001 Appeals Procedure.

PART 8: OFFICE OF THE INDEPENDENT ADJUDICATOR

35. Office of the Independent Adjudicator for Higher Education

35.1 **Eligibility**

35.1.1 UCQ and the validating body (The Open University) are members of the Office of the Independent Adjudicator for Higher Education ("OIA").

35.1.2 Students who remain dissatisfied following completion of both the UCQ and Open University internal procedures may be eligible to refer their complaint to the OIA.

35.2 **Completion of Procedures Letter**

35.2.1 UCQ will provide a UCQ Completion of Internal Procedures Letter. If eligible, the complainant may escalate their complaint to The Open University.

35.2.2 Following escalation, The Open University will issue a Completion of Procedures Letter confirming that internal procedures have been concluded.

35.3 **Referral to the OIA**

35.3.1 Eligible students may submit a complaint to the OIA within the timescale specified by the OIA.

35.3.2 The OIA operates independently of UCQ and The Open University.

35.3.3 Further information is available from the OIA website.

PART 9: DATA PROTECTION AND PRIVACY

36. Data Protection

36.1 **Processing of Personal Data**

36.1.1 UCQ processes personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

36.2 **Purposes of Processing**

36.2.1 Personal data may be processed for purposes including:

a) admissions;
b) enrolment;
c) programme delivery;
d) assessment;
e) student support;
f) safeguarding;
g) quality assurance;
h) regulatory reporting;
i) awarding and certification.

36.3 **Data Sharing**

36.3.1 UCQ may share information where required or permitted by law, including with:

a) The Open University;
b) funding bodies;
c) regulatory authorities;
d) government agencies;
e) professional bodies;
f) partner organisations.

36.4 **Student Rights**

36.4.1 Students have rights regarding their personal information as set out in applicable data protection legislation.

36.4.2 Further information is available within UCQ's DA-001 Data and Privacy Policy.

PART 10: GENERAL TERMS

37. Force Majeure

37.1 **Circumstances Beyond UCQ's Control**

37.1.1 UCQ shall not be liable for failure to perform obligations where such failure results from events beyond its reasonable control.

37.1.2 Examples may include:

a) severe weather;
b) natural disasters;
c) industrial action;
d) utility failures;
e) public health emergencies;
f) government restrictions;
g) cyber security incidents;
h) other unforeseen circumstances.

37.2 **Mitigation**

37.2.1 Where such circumstances arise, UCQ will take reasonable steps to minimise disruption and maintain continuity of study wherever practicable.

38. Amendments to Policies and Procedures

38.1 UCQ reserves the right to amend policies and procedures where reasonably necessary.

38.2 Any material changes affecting students will be communicated in advance wherever reasonably practicable and implemented in accordance with applicable governance, regulatory and consumer protection requirements.

39. Governing Law

39.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

39.2 Nothing in this Agreement affects any statutory rights a student may have under applicable consumer protection legislation, including rights relating to the jurisdiction of legal proceedings.

40. Severability

40.1 If any provision of this Agreement is found to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

41. Waiver

41.1 Failure by UCQ to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

42. Statutory Rights

42.1 Nothing within this Agreement is intended to exclude, restrict or limit any rights or remedies available to students under applicable law, including the Consumer Rights Act 2015.

42.2 If any provision of this Agreement is inconsistent with applicable legislation, that legislation shall prevail to the extent necessary.

PART 11: STUDENT DECLARATION AND ACCEPTANCE

43. Student Declaration

By accepting an offer and completing enrolment, I confirm that:

a) I have been provided with sufficient information to make an informed decision regarding my studies;
b) I have received, read and understood the Student Offer and Programme Schedule (Appendix A);
c) I have received, read and understood the UCQ Higher Education Student Terms and Conditions;
d) I have received, read and understood the Regulations for Validated Awards of The Open University;
e) I have received, read and understood the relevant Programme Specification;
f) I have been provided with access to GP-018 Student Protection Plan
g) I understand that academic matters are governed by the Regulations for Validated Awards of The Open University;
h) I understand that student protection, student protection refunds and compensation arrangements are governed by GP-018 Student Protection Plan
i) I agree to comply with applicable UCQ policies, procedures and regulations;
j) I understand that failure to comply with these requirements may result in intervention, disciplinary action, interruption of studies or withdrawal from my programme.
k) I have been provided with access to the TLA-030 Deferral, Interruption of Studies and Withdrawal Policy.
l) I have been provided with access to the TLA-031 Tuition Fee Policy;
m) I understand that tuition fee liability, payment arrangements and standard refunds are governed by the Tuition Fee Policy.

44. Acceptance

Student Name:	
Student Number (if provided):	
Programme:	
Signature:	
Date:	

APPENDIX A: STUDENT OFFER AND PROGRAMME SCHEDULE

(To be completed for each individual student)

Student Name:	
Student Number:	
Programme Title:	
Award Title:	
Awarding Body:	The Open University
Mode of Study:	
Start Date:	
Expected Completion Date:	
Tuition Fee:	
Payment Method:	
Additional Costs:	
Recognition of Prior Learning (if applicable):	
Programme-Specific Requirements:	
Student Signature:	
Date:	

APPENDIX B: INITIAL EQUALITIES IMPACT ASSESSMENT

Department:
Higher Education

Completed by:
Tara Henderson, Head of Policy & Governance

Date of initial assessment:
17 July 2026

Area to be assessed:
UCQ Higher Education Student Terms and Conditions

Existing or new policy/procedure:
New

What evidence has been used to inform the assessment and policy? (please list only)

- Equality Act 2010.
- Consumer Rights Act 2015.
- Higher Education and Research Act 2017.
- Office for Students Regulatory Framework.
- Office for Students Regulatory Advice 3: Consumer Protection Law.
- The Open University Regulations for Validated Awards.
- UK Quality Code for Higher Education.
- UCQ Student Protection Plan.
- UCQ Tuition Fee Policy.
- UCQ Deferral, Interruption of Studies and Withdrawal Policy.
- UCQ Admissions Policy.
- UCQ Reasonable Adjustments Policy.
- UCQ Student Welfare Policy.
- UCQ Safeguarding Policy.
- UCQ Fitness to Study Policy.
- UCQ Data and Privacy Policy.

1. Describe the aims, objectives or purpose of the policy/procedure

The UCQ Higher Education Student Terms and Conditions set out the contractual relationship between University Centre Quayside and non-apprenticeship higher education students. They explain the educational services provided by UCQ, the rights and responsibilities of students, and the contractual arrangements relating to admissions, fees, academic requirements, student support, programme changes, interruptions, withdrawals, complaints, appeals and consumer rights. The document aims to provide clear, transparent and accessible information to enable applicants and students to make informed decisions and understand their rights throughout their studies.

2. Which stakeholders/groups are intended to benefit from this policy/procedure?

- Applicants.
- Current non-apprenticeship higher education students.
- Academic staff.
- Professional services staff.
- Admissions staff.
- Academic Board.
- University Centre Quayside.
- The Open University as validating partner.

3. The Equality Act 2010 requires public bodies to have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation.
- Advance equality of opportunity between different groups.
- Foster good relations between different groups.

4. Protected Characteristics Assessment

Protected Characteristic	Impact	How the policy furthers or prevents the aims	Justification (if applicable)
Age	No effect	The Terms and Conditions apply consistently to all students irrespective of age and support equal access to contractual information and academic processes.	Not applicable.
Disability	Positive	The document signposts students to UCQ's Reasonable Adjustments, Student Support, Fitness to Study and related policies. It also commits UCQ to providing clear, accessible information and to acting reasonably and proportionately when making decisions affecting students.	Not applicable.
Gender	No effect	Rights, responsibilities and contractual arrangements apply equally to all students.	Not applicable.
Gender reassignment	No effect	The Terms and Conditions apply equally without distinction and support an inclusive learning environment through behavioural expectations and protections against discrimination and harassment.	Not applicable.
Marriage and Civil Partnership	No effect	No differential impact identified.	Not applicable.
Pregnancy and Maternity	Low positive	Students experiencing circumstances affecting attendance or engagement are encouraged to seek support, and related UCQ policies provide mechanisms for interruption of studies, student support and reasonable consideration of individual circumstances.	Not applicable.
Race	Positive	The document promotes fair treatment, equal access to complaints and appeals procedures, consumer rights, safeguarding and protection from discrimination, harassment and victimisation.	Not applicable.

Religion or Belief	No effect	The contractual provisions apply equally to all students and are supported by behavioural expectations promoting dignity and respect.	Not applicable.
Sexual Orientation	No effect	Students are protected through expectations relating to respectful behaviour and the prohibition of bullying, harassment and sexual misconduct.	Not applicable.

5. Has there been any consultation/engagement with the appropriate protected characteristics?

The Terms and Conditions have been developed with reference to consumer protection legislation, Office for Students guidance, The Open University regulatory framework and existing UCQ policies that have themselves been subject to equality consideration. The document has been reviewed through UCQ's academic governance and policy approval processes to ensure fairness, accessibility and compliance with equality legislation.

6. What action(s) will you take to reduce any disproportionately negative impact, if any?

- Ensure the Terms and Conditions remain available in accessible digital formats.
- Continue to signpost students to UCQ's support services, reasonable adjustments and wellbeing provision.
- Review the document annually to reflect changes in legislation, regulatory requirements and sector good practice.
- Monitor complaints, appeals and student feedback to identify any unintended equality impacts arising from the operation of the Terms and Conditions.
- Continue to ensure contractual information is written in clear, transparent and accessible language in line with consumer protection requirements.

7. Based on the information in sections 1 to 7, should this policy/procedure proceed to Full Impact Assessment?

No. The assessment has identified no adverse impacts on protected groups. The Terms and Conditions apply consistently to all students and include a number of positive features that promote equality of opportunity, transparency, accessibility, student support, safeguarding, fair decision-making and protection from discrimination. The overall equality impact is considered positive, and a Full Equality Impact Assessment is not required at this stage.