

UCO Policy and Procedure

HE Student Contract Terms and Conditions

Reference Code: UCOQH-PO004

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1. Introduction

- a. The following terms and conditions apply for all students of Oldham College (the “**College**”), studying at the University Campus Oldham (UCO) site and for all applicants who intend to study a new course at UCO.
- b. The College offers Higher Education (HE) courses at its HE Campus that are validated by our awarding partners (a University, Pearson, CIMA or CMI or other professional body), your offer letter will state which partner validates your course.
- c. These terms and conditions apply from the day you accept an offer with the College until you cease to be enrolled on a course at UCO (including, without limitation, where your course is terminated in accordance with these terms and conditions). These terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. It is important that you read and understand these terms and conditions as the College will apply and rely upon them during your time as a student at UCO.

2. Payment of fees and other charges

- a. The tuition fees for your course will be as set out in your offer letter.
- b. Tuition fees are payable in accordance with the [Fee Policy](#).
- c. If your course is longer than 1 year, your tuition fees may be subject to increase in the second and subsequent years of the course. This will be limited to increases in inflation based on the Retail Price Index.
- d. In the event that you decide to request an authorised interruption of studies or withdrawal from your course, you will be liable for a percentage of fees for your course as set out in Section 8 of the Fees Policy.
- e. If you have applied for a tuition fee loan from the Student Loans Company (“SLC”), the College will advise them of your withdrawal/ suspension and the fees you will be required to repay will be in line with SLC regulations.
- f. You should note that there may be additional charges which you will have to pay to the College in order to complete your studies successfully. These are outlined on the website.

- g. You are liable for the full amount of the annual tuition fees and, subject to paragraphs 4 above and 32 below, are not entitled to a refund of fees if you withdraw from the course during the year.

3. Accuracy of information

- a. By accepting the offer of a place at UCO you confirm and declare that the information you have provided in support of your admission to and enrolment with the College is accurate and complete to the best of your knowledge.
- b. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the College to terminate its contract with you.
- c. The College requires all students to provide proof of identity and qualifications at the point of enrolment.

4. Communications to and from the College

- a. On enrolment you will be provided with a College email address which the College will use for all communications with you. You are expected to check this e-mail account regularly. Any communication sent to you by the College to this email account will be regarded as properly sent and received by you.

5. Policies

- a. By accepting the offer of a place at UCO, you agree to comply with the provisions of all College/UCO Regulations, Rules, Codes, Conditions and Policies that apply to enrolled students from time to time (together the "Policies"). The Policies and a summary of the Policies can be found here: Student Contract
- b. Key provisions of the Policies of which you should be aware include:
 - i. UCO's expectations as regards student attendance, academic conduct and academic progress as set out in the Academic Regulations of the appropriate awarding body ([academic regulations](#)). Students are expected to attend such lectures, tutorials, examinations and other activities that form part of their course. Failure to meet these expectations may mean that you are not permitted to progress on your course;
 - ii. the rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be found in the relevant Academic Regulations and The Academic Integrity Policy and Procedure for Academic Misconduct ([academic regulations](#) [academic-integrity-policy](#));
 - iii. the College's rules regarding payment of sums due to the College, which can be found in the [Fee Policy](#). If you do not pay money that you owe to the College, the College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the College will consider all the circumstances of your case;
 - iv. the College's expectations of student behaviour. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the College/UCO. The UCO disciplinary code is set out in the HE Student Code of Conduct (Including HE Student Disciplinary Procedure);
 - v. the UCO Capacity to Study Policy and Procedure which describes the steps the College may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study;
 - vi. the Fitness to Practise Procedures ([academic regulations](#)) which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these

- requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the course; and
- vii. the requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service (DBS) check (organised by UCO) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses. It is important to note that should your DBS check prove to be unsatisfactory for the purpose of the course you have applied to, your offer of a place for that course may be withdrawn. If you have already enrolled on a course and your DBS check subsequently discloses a criminal conviction, you may be required to withdraw from the course even if you have already started.

6. Changes to Policies

- a. The College reserves the right to add to, delete or make reasonable changes to the Policies where in the opinion of the College, or their awarding partners, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- i. to review and update the Policies to ensure they are fit for purpose;
 - ii. to safeguard academic standards, for example, in response to external examiner feedback;
 - iii. to reflect changes in the external environment, including legal or regulatory changes;
 - iv. to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - v. to incorporate sector guidance or good practice;
 - vi. to reflect feedback from students; and/or
 - vii. to aid clarity or consistency of approach.
- b. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Policies before they take effect, or by phasing in the changes, if appropriate.
- c. The updated Policies will be made available on the UCO website and may be publicised by other means so that students are made aware of any changes.

7. Disability and Reasonable Adjustments

- a. The College is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Although it is rare, it should be noted that the College will not always be in a position to make adjustments that students request as they may not be reasonable in the particular circumstances e.g. the adjustments may not be practicable or may incur significant expense for the College. Where an applicant/ student has complex needs the College 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. This review may include an information interview and/or an assessment of need to enable the College to get a better understanding of the applicant's/student's needs and College's ability reasonably to meet them. The College 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.
- b. 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 the College 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. Notification of disability early in the recruitment process enables the College to engage with you and discuss your support needs more effectively. Further information is available in the Disability Policy ([insert link](#)).

8. Criminal convictions

- a. As a condition of taking your place at UCO you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions, by contacting the HE Student Services Team. [HE Admissions Policy and Procedure](#).
- b. The HE Student Services Team will contact you if further information is required. The College will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements.
- c. If you commit a relevant offence whilst you are a student, you will need to tell your course leader at the earliest opportunity. In the most serious cases this may result in the College requiring you to withdraw from your course and/or the termination of your enrolment with the College.

9. Changes to courses and services

- a. The College will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you began the course.
- b. The College will be entitled to make reasonable changes to a course or to related educational and other services and facilities where that will enable the College to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:
 - i. the content and syllabus of the course;
 - ii. the timetable, location and number of classes;
 - iii. the structure and/or timing of the academic year;
 - iv. the method of delivery of the course, services and facilities; and/ or
 - v. the examination and assessment process.
- c. In making any changes, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the College changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the College's Student Protection Plan: [HE Student Protection Plan](#).

10. Events Outside of Our Control

- a. Sometimes circumstances beyond the reasonable control of the College which could not have been prevented even if the College had taken reasonable care ("Events Outside of Our Control") mean that the College is prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.
- b. Examples of Events Outside of Our Control include (but are not limited to):
 - vi. industrial action by third parties;
 - vii. power failure;
 - viii. acts of terrorism;
 - ix. pandemics, epidemics and other threats to public health;

- x. fire;
- xi. severe weather conditions;
- xii. natural disasters;
- xiii. political or civil unrest;
- xiv. damage, interruption or lack of access to buildings, facilities or equipment;
- xv. the acts or delays of any governmental or local authority;
- xvi. legal or regulatory changes, including changes to government guidance;
- xvii. withdrawal by any government or local authority of any necessary licence; and/ or
- xviii. insufficient uptake of a course.

c. Where Events Outside of Our Control occur, the College will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:

- xix. offering the opportunity where reasonably possible to move to another course;
- xx. deferring the start date for the course;
- xxi. delivering the course in a different way, from another location or online, or at another time;
- xxii. delivering a modified version of the same course;
- xxiii. assisting you to transfer to complete the course at another institution; and/ or
- xxiv. delivering other services and facilities in a different way, from a different location or online.

d. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the College and the College will follow its Student Protection Plan ([HE Student Protection Plan](#)). Alternatively, you may make a complaint under the HE Student Complaints Procedure ([HE Student Complaints Procedure](#))

e. Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, the College will follow its Student Protection Plan ([HE Student Protection Plan](#)).

f. Where Events Outside of Our Control occur, outside of our control, and the College is unable to take steps to minimise the resultant disruption to students then neither the College nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

11. Data Collection and Privacy Statement:

a. **Higher Education:** How we use a student's personal information:

- i. All of the personal information obtained from you and other sources in connection with your studies at the College will be held in secure conditions and will be used by the College during enrolment, during your course and after you leave the College for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of College's codes of practice and procedures.
- ii. In addition, the information will be used by the College for research, the compilation of statistics and alumni administration. The College may also, for a variety of purposes including fraud prevention or detection, supply this information to outside organisations such as the Police, local authorities, the Department for Work and Pensions and its agencies, the Home Office, the Office for Students (OfS), the Higher Education Statistics Agency (HESA), the Education and Skills Funding Agency (ESFA), the Learning Records Service (LRS) to create and maintain a unique learner number (ULN) and a Personal Learning Record (PLR), examination boards and other educational establishments or awarding bodies.
- iii. We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have.

- iv. Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to the College.
- v. For detailed information about the information, we provide to HESA and how this information is handled, please see the [Student Collection Notice](#).

12. Complaints

- a. Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the Head of HE Quality and Registry. Further information can be found in the Admissions Policy, which is available at: [HE Admissions Policy and Procedure](#)
- b. The College has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found at: [HE Student Complaints Procedure](#)

13. Cancellation rights

RIGHT TO CANCEL

- a. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place on a course at UCO.
- b. To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. The College is very happy for you to just send an email to info@uco.oldham.ac.uk.
- c. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

- d. If you cancel this contract as set out above, the College will reimburse to you all payments received from you. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
- e. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

- f. If you cancel the contract after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out at paragraph 4 above.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

- g. If your course is due to begin within 14 days from the date you accept the offer of a place at the College (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period, you may be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation.

Version History:

Issue	Changes	Author	Approved at	Date of Issue
1	Policy and Procedure Implemented	Vice Principal HE & Higher Skills	Principalship	September 2016
1.1	New Logo Added / Formatting / Links Reviewed	HE Quality Officer	SMT	February 2018
1.2	Reviewed / Formatting	Head of Quality and Registry	SMT	June 2018
1.3	New Logo Added / Formatting / Links Reviewed	Head of Quality and Registry	SMT	March 2020
1.4	Course changes updated (3A), Unconditional Offer information added (3B), Fees information reviewed (3C), Disability and Reasonable Adjustments information updated. Sections 3E, F, G removed.	Head of HE Quality and Registry	SMT Governors C&Q	May 2021 June 2021
2.0	Rewrite	Head of HE Quality and Registry	HE CQSC Governors C&Q	September 2023
2.1	Reviewed following OfS Guidance regarding industrial action	Assistant Principal – HE and Higher Skills	HE CQSC Governors C&Q	June 2025

Published on:

UCO Website	UCO Staff Intranet	UCO Student VLE
✓	✓	✓

MODEL CANCELLATION FORM

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

HE Admissions Team
University Campus Oldham
University Way
Oldham
OL1 1BB

Or send by email to info@uco.oldham.ac.uk.

I hereby given notice that I wish to cancel my contract with the College to study the course commencing in
[(Month)] [(Year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Reason for cancellation (optional):

Address of student:

Signature of student:

Date: