



Conditions Applicable to the Provision of the Manchester Metropolitan University's ('MMU') Educational Services

Notice to Applicants

This notice is issued by the Registrar of the MMU, All Saints, Manchester M15 6BH, to whom any queries relating to it should be addressed.

The provision of educational services by the MMU is subject to terms and conditions of contract and, before accepting an offer of a place at MMU, you are asked to note the following:

Whilst MMU has made every effort to ensure that the information contained in its promotional material (including the Prospectus) is accurate and up to date, we cannot give any warranty that this is the case. MMU shall not be responsible for any loss or damage howsoever arising from your use of the promotional material (including the Prospectus) except in the case of death or personal injury arising from our negligence.

The University will use its reasonable endeavours to deliver educational services which it considers appropriate (for example library, IT and learning support) in accordance with the descriptions set out in this online Prospectus and other promotional material. However, the University reserves the right, if it reasonably considers it necessary:

1. to make reasonable variations to the content of courses;
2. to make reasonable variations to the methods or place of delivery of courses (including but not limited to variations to numbers of lectures, tutorials, assessment procedures and timetables);
3. to suspend, discontinue or cancel courses (for example in the event of staff shortages,

4. reductions in public funding, third party industrial action or for other reasons beyond the control of the University);
5. to make reasonable variations to services available to Students (for example library opening hours).
6. to make reasonable variations to the typical grades required for entry to courses.

In the event that MMU cancels a course before it begins, it will make every effort to inform all relevant applicants at the earliest available opportunity. In such circumstances relevant applicants will receive a full refund of any tuition fees paid.

In the event that MMU varies a course before it begins, it will make every effort to inform all relevant applicants at the earliest available opportunity. Such applicants may withdraw from the course without penalty by notifying MMU in writing of their intention to withdraw within 1 month of being informed of the variation. In such circumstances they will receive a full refund of any tuition fees paid.

In the event that MMU is forced to cancel a course after it has begun, the University will use reasonable endeavours to provide a suitable alternative course and will take reasonable steps to minimise any disruption which might result. Where MMU is unable to deliver a course for reasons beyond its control (for example but not limited to industrial action), then MMU will use its reasonable endeavours to minimise the disruption to those educational services.

The University acknowledges that some programmes of study will require Students to register with a statutory professional body and/or to practice under licence. It is the responsibility of the Student to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities) are made to the University during the admissions process and that the Student complies with all relevant rules and regulations during study (and placement, if appropriate). The University will use its reasonable endeavours to support Students in attaining fitness to practice but accepts no responsibility in the event that a Student is declared not fit for practice.

MMU will make use of the Criminal Records Bureau ('CRB') service for admitting students to courses where a CRB check is a requirement of admission or placement.

Every Student of the University is required to register in a form prescribed by the University at or before the commencement of each year or other defined stage of their course. At the time of registration you undertake to abide by the regulations, rules and codes of conduct in force at the University which relate to academic and other provisions. Copies of the above, collectively referred to as Student Regulations and Procedures, will be available for inspection at the time of registration and a copy of them, usually in the form of a Students' Handbook, will normally be given to you for you to retain. However, should you wish to inspect the Student Regulations and Procedures now, please go to <http://www.mmu.ac.uk/studenthandbook/>.

Payment of fees

1. Fees are reviewed annually and current details of these may be obtained from faculty or departmental offices or from the University's website.
2. Students must comply with the fee payment arrangements determined by the University and notified to them either before or at enrolment.
3. Students who are required to pay tuition fees themselves (because, for example, of their ineligibility for Student loan support) must do so in full by or at the time of enrolment or in accordance with such instalments as the University may determine.
4. Students who are sponsored by a responsible body, such as employer or a recognised UK or foreign government agency, must produce documentary evidence that the authority or responsible body accepts responsibility for the payment of all

5. fees due, or for a specified proportion of those fees. In any instance where the undertakings given are not honoured, the Student will become personally liable for the total amount of fees outstanding. Students must, on request by the University, produce documentary evidence that they have the means to pay all fees, maintenance and other dues.
6. Should you withdraw from your course then a proportion of any fees paid may be refunded.
7. In limited circumstances, the University may need to amend fees without prior notice. If this is the case, the University will inform Students as soon as possible.
8. Occasionally, Students receive incorrect fee information. The University reserves the right to charge the correct fee, despite an incorrect fee being provided.
9. The University accepts the following methods of payment: Direct Debit, Credit or Debit Card, Cash, Cheque or Bank Transfer. Students should specify prior to, or at enrolment, how they intend to pay their fees.
10. Where tuition fees are not paid in accordance with the agreed terms, the University reserves the right to withhold the Student's degree certificate.

Consumer Protection (Distance Selling) Regulations 2000 ('Regulations')

In accepting an offer of a place at MMU, you will be entering into a legal contract. Under the Regulations, we are required to provide you with the following information if we have not met you before entering into such a contract with you:

1. **Our identity & address.** MMU, All Saints, Manchester, M15 6BH.
2. **A description of the main characteristics of the educational goods and services we contract to provide you with.** The provision of tuition and other related services leading, in the event of your successful completion of the educational programme, to the conferment of the appropriate University award. Further information relating to this may be found in the

Prospectus or at www.mmu.ac.uk in relation to your chosen course of study.

3. **The price of the educational goods and services being provided.** Please refer to the Prospectus or go to www.mmu.ac.uk to find information relating to tuition fees, accommodation charges and other costs that are specific to your chosen course of study and accommodation.

4. **The arrangements for payment, delivery and performance.** You will be notified of such arrangements prior to or at the time of enrolment. You are responsible, prior to or at the time of enrolment, for arranging to pay your tuition and other fees to MMU either in full, or by authorising payment in instalments through MMU's direct debit system, or by providing details of your fee paying sponsor. If you fail to pay your fees in the manner specified by MMU you will be in breach of contract.

5. **The existence of a right to cancellation.** Once you have accepted an offer of a place from us, you may cancel the contract by informing us in good time (which is normally within three weeks of commencing the course). Even if you have started the course we will normally refund any paid tuition fees on a pro-rata basis for the time attended.

6. **The period for which any offer or the price remains valid and, where appropriate, the minimum duration of the contract.** Any offer of a place is normally valid for the year of entry specified in the offer issued and the tuition fees and accommodation charges notified are normally those applicable for the academic year in which enrolment takes place. Fees and charges are subject to annual review and may be increased in accordance with Government or University policy. For the purpose of these Regulations, it is necessary for us to confirm and for you to agree that the contract may not be performed within a thirty day period beginning the day after you accept MMU's offer of admission; it will be performed from the date on which you enrol.

Data Protection Notice

MMU is registered as a data controller with the Office of the Information Commissioner.

MMU will hold and process your personal data including some sensitive personal data. You agree to this data being processed in accordance with MMU's Data Protection Policy which can be found at www.mmu.ac.uk. If you have any queries relating to access to or storage of data, please review the Data Protection Policy which will provide guidance as to how to address any queries you may have.

Examination pass lists and/or degree classifications may be published. If you do not wish your results to be published in this way, you must notify the Assistant Director of Student Services (Student Administration) stating your reasons in writing by no later than seven days before you complete your last examination or assessment. Your reasons will be considered and, where it is felt that publication of your results is likely to cause substantial damage or substantial distress and that this would be unwarranted, publication will be withheld.

You are obliged to provide the University with up to date contact details.

Proper Law and Jurisdiction

In accepting an offer of a place at this University, you are also agreeing that the contract between MMU and you shall be governed and construed in accordance with English law and that any claim or matter arising under this Memorandum will be heard by the English courts.

Leaflet version November 2009 (v2)