



Higher Education Student Contract Conditions

Introduction

For students to get the best out of their time at University Centre Myerscough, we must both recognise that we owe obligations to each other. The purpose of these student contract conditions is to set out clearly what your and our legal obligations are.

Before you accept an offer of a place at University Centre Myerscough, it is important that you read these contract conditions, including the student enrolment and learning agreement and learning agreement declaration that you will be asked to sign to confirm your agreement to these contract conditions.

The student enrolment and learning agreement declaration and these contract conditions (and any documents referred to in them) together form the legal contract between us. You can find the student enrolment and learning agreement declaration at the end of this document. Please ask us to explain anything in this document that you do not understand.

1. The Legal Contract

1.1 When you accept the offer of a place at University Centre Myerscough, a legal contract will come into existence between you and us on the terms set out in these contract conditions.

1.2 The legal name of University Centre Myerscough is Myerscough College, and your contract is with Myerscough College. We refer to Myerscough College as 'the University Centre,' 'us' or 'we' in this document.

1.3 A legal contract between you and us will come into existence when you formally notify us that you accept an offer of a place in writing, either direct to the University Centre or through UCAS or any other agency.

2. Our Obligations

2.1 We will deliver your programme of study ('your programme') and the support services in line with the description given to you by us and set out in our offer to you and we will only make changes where these are necessary as set out in these contract conditions.

2.2 Changes to your programme might be necessary for the following reasons:

- to reflect best practice and changes to theory and teaching practice in a subject
- because of an accrediting or professional organisation requiring certain course content to be added or changed
- in response to student feedback on how a programme can be improved
- because of staff changes or staff illness
- because of developments to physical resources, such as campus infrastructure, IT infrastructure, and software
- because of a change relating to our validating University partner, such as a programme review of course content or structure, including programme modules
- because of a failure to recruit minimum student numbers to a programme or module
- for a reason that is outside our reasonable control, for example flooding or fire causing property damage.

2.3 In most cases, changes will be adjustments intended to have a positive impact on your programme, and it will be reasonable for us to make these changes.

Reasonable changes include:

- **Changes to optional modules or other syllabus changes that only affect a part of your programme of study**
- **Staffing changes**
- **Use of other buildings or facilities on campus, required for example because of building work to improve campus facilities and infrastructure**
- **Timetabling adjustments**
- **Adjustments to work placements**

2.4 Where we must make reasonable changes, we will update our website as soon as possible and tell you about what has changed in your offer. In the rare circumstances where adjustments must be made at enrolment or once you have started your programme, we will tell you as soon as possible and ensure that you can understand and discuss the adjustments with us.

2.5 We might occasionally have to make significant changes that could be expected to have an adverse effect on you.

Significant changes include:

- **Discontinuing your programme or merging or combining it with other programmes**
- **Significant location changes, such as campus changes**
- **A change of validating University, which may result in a change in your degree awarding institution and/or a 'teach out' situation where your**

programme will be completed but the programme will be closed to new students.

2.6 Where we must make significant changes, we will give you as much notice as we can, take your views into account and take reasonable steps to minimise any adverse effects. These steps will include, as may be appropriate in the circumstances:

- Consult with you, discuss concerns, and provide a plan that will minimise any adverse effect on you during your programme
- Consider with you any suitable alternative programmes with us
- Consider with you the possibility of any suitable alternative programmes at other institutions
- Provide guidance on transfer of credit/academic progress and record this for you if you decide to study elsewhere
- Enable you to withdraw from your programme without having to pay tuition fees for the remainder of the programme and to reimburse any tuition fees already collected for the term in which you withdraw from your programme. Tuition fees for any previous terms of study will not be refunded because you will have the benefit of that part of the programme and the credit/academic progress recorded.

2.7 Your programme award will be made by the University of Lancashire (unless otherwise specified on your course information and offer letter). We would usually know about a change in our University partner at least two years in advance and so it is very unlikely that you would be affected by such a change once you have started your programme. If your programme may be affected by a change in University validating partner, this would be a significant change and clauses 2.5 and 2.6 would apply.

2.8 We might be prevented, delayed, or have problems in providing your programme for reasons beyond our reasonable control. If this happens, we will not be liable to meet our obligations or provide any refund or other payment to you. Reasons beyond our reasonable control include any government action, failure of any external funding for the programme, political unrest, fire, flood, strike or other employment dispute, staff illness, public health concern, extreme weather conditions, or natural disaster.

2.9 Once you have formally accepted our offer we will accept you on to the programme, subject to you meeting any offer conditions. However, we can end this contract immediately and withdraw the offer or require you to withdraw from the programme by writing to you if:

- After you accept the offer there is a change in your circumstances or if we become aware of information relating to you not previously known to us (including information about criminal convictions or activity, subject to the Rehabilitation of Offenders Act

1974) which in our reasonable opinion makes it inappropriate for you to study on your programme; or

- In our reasonable opinion, you have not provided us with all relevant information, or you have supplied information that is not complete, true, and accurate.

3. Your Obligations

3.1 You agree that you have obtained all the information you need to make an informed choice of programme and that you have read and understood:

- The information on the University Centre website (www.ucmyerscough.ac.uk) relating to your programme and to your study with us

- Our policies and procedures that are set out on the University Centre website (www.ucmyerscough.ac.uk/policies/)

-The information in our Undergraduate Handbook, which is available on the University Centre website

- The information contained in and enclosed within our communications to you

- The information on the University Centre website on student accommodation, including the student accommodation licence agreement if you are accepting a place in our accommodation.

3.2 You agree to comply with and be subject to:

- These contract conditions, including the enrolment declaration contained at the end of this document and that you will sign on your enrolment and learning agreement

- Our policies, procedures and requirements as set out on the University Centre website as notified to you from time to time during your programme, including our:

- Student behaviour policy

- Academic misconduct policy and procedure

- Freedom of speech code of practice

- Student Acceptable use of IT Resources policy and procedure

The student accommodation licence agreement, if you will be accepting a place in the University Centre accommodation.

3.3 You agree to study diligently, and to attend fully and promptly and participate appropriately at lectures, courses, classes, seminars, tutorials, work placements, and other activities which form part of your programme as required (subject to authorised absence procedures).

3.4 You agree to fulfil all the academic requirements of your programme, including submitting course work and other assignments, attending examinations, and not engaging in academic misconduct.

3.5 You agree to comply with any legal or professional standards and requirements that are applicable to you or your programme.

3.6 You agree to provide us with a contact name and details that you are willing to allow us to use at our discretion and without further reference to you in a situation that we regard as an emergency.

3.7 You agree to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by us (your 'Visa status') and to inform both us and the Home Office should there be any changes in your circumstances that may have an impact on your Visa Status and make arrangements to leave the United Kingdom as necessary.

3.8 You give your consent for us to check, verify, or communicate with any government department, agency or similar body, or an employer or other sponsor, any personal data that you have provided at any time during and in support of your application for admission to and your continued studies with us.

3.9 You always agree whilst you are a student with us:

- To act in accordance with any reasonable instructions or requirements issued to you from time to time by us
- To co-operate with members of staff and to behave appropriately, responsibly and with respect for any person
- Not to harass any person, or discriminate on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, religion or belief, race, sex, or sexual orientation
- Adhere to British Values, which are integral to our University Centre Values and not behave in a way that may promote extremism or incite hatred or violence or any breach of the criminal law
- Not to engage in misconduct (as defined from time to time by the Student Behaviour Policy and to refrain from causing damage to property
- To tell us if any of the information which you have submitted to us changes.

3.10 You agree to pay all fees and other moneys due, by the dates specified by us, unless previously agreed otherwise by us.

3.11 Your studies may be ended and your registration as a student with us cancelled because of disciplinary action taken against you in accordance with our disciplinary

policy and procedure or if you break your obligations in these contract conditions. We will ensure that we follow our procedures and always treat you fairly and reasonably. If your registration as a student with us is cancelled, this contract will end, but you will still be responsible for the payment of any outstanding tuition fees or other charges, which may include accommodation fees if you are in the University Centre accommodation.

4. Fees and Payment

4.1 The tuition fees for your programme are set out in your programme information on the University Centre website (HE Fees and Finance). In determining fee levels, the College will consider nationally published guidelines where these exist. For Home status students, fees for undergraduate full-time and part-time programmes are set in accordance with the levels permitted by the Government. Fees for students from the Channel Islands, the Isle of Man, and Irish nationals living in the UK or the Republic of Ireland are treated as UK Home fees, provided the relevant eligibility criteria are met. Where it is intended to increase fees, the University will notify current students and offer holders by 30 June in the current academic year of the increased tuition fees payable from the beginning of the next academic year.

4.2 Your tuition fees do not include:-

- fees payable for any residential accommodation, which are set out in the student accommodation licence agreement; or
- examination fees, additional fees for reassessment/referral, travelling expenses, library fees, field trip costs, or other course costs, which will (if relevant) be set out in your programme information on the University Centre website

4.3 You are personally responsible to ensure that the tuition fees for your programme and any other charges for your studies are paid in each academic year of your programme. Where someone else is responsible for payment on your behalf, such as a sponsor, your Student Finance authority, and/or the Student Loans Company (SLC), you must ensure that they do so. You remain responsible for any shortfall if they do not pay all or any part of your tuition fees.

4.4 Tuition fees are payable at the start of each academic year/in accordance with an agreed payment plan. You must contact our Student Finance Team straight away at studentfinance@myerscough.ac.uk if for any reason, you are unable to make payment in line with your agreed payment plan, so that we can discuss payment options with you, including any financial support that may apply.

4.5 If you fail to pay your tuition fees as and when they fall due:

- **we reserve the right to withdraw you from your programme. If this happens, you may also incur other charges, for example accommodation charges, because you**

are not able to remain in our student accommodation if you are not an enrolled student with us; and/or

- we may withhold from you any award or qualification, which would otherwise have been made to you and/or refuse to allow you to proceed on your programme until all outstanding tuition fees have been paid, or payment arrangements agreed; and/or

- we may pass any unpaid fees or other charges to a debt collection agency to recover the debt from you.

4.6 If you withdraw from your programme with us, you will be personally responsible for paying (or ensuring payment by your sponsor, Student Finance authority and/or SLC) for all tuition fees outstanding at the time you withdraw from your programme, as well as any other outstanding charges, for example outstanding library charges or accommodation charges, if these apply to you.

The HE Fees and Tuition Policy set out fee levels, waivers and refunds and is held on our website, the link is below.

[he-tuition-fee-policy-and-procedure-2026-27.pdf](#)

4.7 We will calculate your outstanding tuition fees in line with the tuition fee policy, from the cancellation date that you notify us of in writing as per Appendix 2. You should do this by taking or sending your Request for withdrawal/ Request for an

interruption/postponement of studies form (signed by your course manager) to the Higher Education Office (care of Quality Office). You should follow our procedure, which sets out what actions you need to take, including making sure everything is resolved, such as any outstanding library items or charges. Our withdrawal or

interruption/postponement of study procedure is attached to this document at Appendix 1. It is also available from the Higher Education Office.

4.8 If you have a place in our residential accommodation, you will also have to cancel your accommodation licence agreement with us and move out. This is a separate contract and there may be charges to pay under this agreement. These will be set out in your accommodation licence agreement.

5. Intellectual Property Rights (IPR)

5.1 You will own the intellectual property in your theses, dissertations, exercises and answers to tests, assignment tasks and examinations produced solely and exclusively by you as part of your course work or research, unless a different agreement is made, for

example in collaborative work. We will have the right to use your intellectual property for teaching, research, and other academic purposes (known as a non-exclusive, royalty free perpetual licence).

5.2 We own the intellectual property in our name, logos and all material produced by us relating to and supporting your programme. You agree not to use our intellectual property for your commercial benefit or to post or publish our intellectual property that mentions our name or logos or any member of our staff without our prior consent to the form, content and context of the posting or publication. We will not unreasonably withhold our consent.

6. Our liability to you for damage

6.1 You are responsible for arranging your own personal effects insurance and we do not accept responsibility for:

- any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises, unless caused by the negligence of us or our employees
- any loss or damage suffered by you because of use of any computer equipment or software provided or made available by us to you, including any contamination of software or loss of files because of using our equipment or software.

6.2 We do not exclude the liability which we have by law (and which cannot be excluded) for death or personal injury caused by our negligence, or for fraudulent misrepresentation.

7. Right to Cancel

7.1 UK and EU students have a right to cancel this contract within fourteen calendar days of starting. International students have a right to cancel this contract within fourteen calendar days from your start date, we may charge a reasonable admin fee for expenses we have incurred. To exercise this right to cancel you must inform the Higher Education Office (care of Quality Office) in a clear statement of your decision to cancel this contract. You may use the model cancellation form (which can be found in Appendix 2 to these contract conditions) if you wish.

7.2 If you cancel this contract under this clause 7, we will reimburse to you any payments already received from you and will make any refund to the card that made the payment or by BACS bank transfer to your bank account. We will inform Student Loan Company (SLC) of your cancellation, and they will contact you about any student loans monies owing.

7.3 If you have a place in our residential accommodation, you must also cancel your accommodation licence agreement with us, which is a separate contract. Under this

separate contract you may have to pay for any time you have already spent in your accommodation.

8. Making a complaint

8.1 We will always try to provide you with a high quality of service. Occasionally things can go wrong. Please tell us if this is the case and we will try to put things right. We have a complaints policy that sets out how you can make a complaint and how we will seek to resolve it with you. Our complaints policy and procedure is on the University Centre website (University Centre Myerscough | Policies).

8.2 We are members of the independent scheme for the review of student complaints. If you are dissatisfied with the outcome of your complaint, you may be able to apply for a review to the Office of the Independent Adjudicator for Higher Education (OIA). Guidance on submitting a complaint to the OIA and the OIA Complaint Form can be found on the OIA's website Can you complain to us? - OIAHE. Please note that the OIA will normally only review issues that have been dealt with through our internal procedures first. You may ask us for a 'Completion of Procedures' letter if you wish to take your complaint to the OIA.

9. General

9.1 If any part of these contract conditions becomes illegal, invalid, void, or unenforceable, the other parts will remain legal, valid, and enforceable.

9.2 We will give you any notices and communications in writing. We will use the address that you have notified to us as your address. We will be able to rely on any notice or communication for legal purposes (i.e. it will be deemed to have been properly served on you) if delivered by hand when left at that address or if posted by prepaid first class post, 48 hours after being posted to that address.

9.3 If you breach these contract conditions and we choose not to exercise any right that we may have under them, this will not prevent us from acting against you in the future in respect of that breach of contract or any further breaches by you.

9.4 This contract does not confer any rights or benefits on third parties (including a student's parents) under the Contracts (Rights of Third Parties) Act 1999.

9.5 This contract will be governed by and construed in accordance with the laws of England and Wales, and we and you both agree to submit to the exclusive jurisdiction of the courts of England and Wales.

9.6 Our address is Higher Education Office (care of Quality Office), University Centre Myerscough, St. Michael's Road, Bilsborrow, Preston, PR3 0RY.

10. Data Protection

10.1. To provide educational and other supporting services to you, we need to process your personal data as part of our usual operating processes and because of legal and regulatory requirements. We need to do this whilst you are a student with us and after you have left.

10.2. You consent to us processing the personal data that you give to us, including sensitive personal data, for the reasons and in the ways set out in these contract conditions and the enrolment declaration that you sign. Personal data means any information about you and from which you can be personally identified. It does not include anonymous information about you, such as statistical data, if this data is properly anonymous. Sensitive personal data includes for example information about your physical or mental health, racial/ethnic origin, sexual life or the commission or alleged commission of any criminal offence by you and any associated proceedings.

10.3 We will process your personal data (including sensitive personal data) only for reasons connected with carrying out our role as a college providing educational and supporting services. These reasons include:

- administration of your application and enrolment and participation on your programme, including the administration of examinations, the issue of results and certificates in connection with your programme and (where applicable) the provision to your employer or other sponsor of information about your attendance and performance on your programme
- provision of services, facilities and learning support to you and the protection of your health, safety and welfare whilst studying with us (which may require disclosing your personal data to health and social service providers, student services staff, other relevant staff and other third parties)
- implementing all policies, codes, rules, regulations, and requirements that we implement and adhere to as an integral part of operating an educational institution
- the issue and operation of your identity card, which must be always worn whilst on campus and serves as a means of identification and access to our services and facilities including car parks, catering, computing, and library services
- to facilitate purchases, discounts and special offers through our retail outlets and online shop to which personal data may be provided
- collection of fees
- equal opportunities monitoring
- alumni activities

- provision of references about you; and
- safety and security purposes (for example use of CCTV and video monitoring in areas of the campus where such use is made apparent).

10.4 You agree that we may transfer your personal data (including sensitive personal data) outside the European Economic Area if this is necessary for the reasons set out above in clause

10.5 This will be necessary if, for example, you undertake a programme in such a country, or if that is your country of origin. We will only be able to transfer your personal data outside of the European Economic Area if we are satisfied that appropriate data protection measures are in place in relation to the transfer and processing of your personal data.

10.6 In some circumstances, we use data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in our annual report, prospectus, course materials, and website. Personal data alongside photographs that means you can be identified will only be used with your consent. Please note that you are not entitled to record University Centre educational activities yourself without express permission.

10.7 For students who are from outside the European Union and have leave to remain in the United Kingdom under any form of visa we may use personal data to verify your immigration status.

HESA Student Collection Notice

We are required to send some of the information we hold about you to the Higher Education Statistics Agency (HESA). This forms your HESA record.

Further details can be found on the HESA web pages:

Data Protection link:

[Data protection | HESA](#)

Student Collection Notice link:

[Collection notices | HESA](#)

11 Enrolment and Learning Agreement Declaration

I confirm that the details entered on the enrolment and learning agreement are true and accurate in all respects and I agree to always comply with all the University Centre Myerscough's rules and regulations and those of University of Lancashire where applicable.

I note that the legal surname and forename(s) taken from the application/enrolment form and agreed by myself as correct, will be those used on my final award certificate and transcript and other University Centre/University documentation.

I confirm that I have read and understood the Higher Education Student Contract Conditions and the policies, procedures and guidance which is available at <https://ucreaseheath.ac.uk/about/policies/> and which details the University Centre Regulations as applicable from time to time.

I confirm that the information provided by me to University Centre Myerscough through UCAS when applying for a place is complete, accurate and true and that nothing has changed since the date of my application, which would require an amendment to that information.

I agree to and accept the conditions set out in this Enrolment Declaration and the Higher Education Student Contract Conditions, which together form the legally binding contract between me, the student named on this enrolment and learning agreement form, and the service provider, University Centre Myerscough.

I accept that in physically presenting myself for registration and signing this form at University Centre Myerscough, I expressly agree for the provision of service to commence immediately.

If I wish to terminate my studies, I will be subject to any on-going obligations, which may exist as a result of having registered (e.g. payment of tuition fees, accommodation costs) in accordance with the Higher Education Student Contract Conditions and Student Accommodation Licence Conditions (applicable to residential students). If you have any questions about this Enrolment Declaration or the Higher Education Student Contract Conditions, please contact University Centre Myerscough.

This contract agreement covers 1st August 2026 to 31st July 2027.

Student Signature.....

Student Name (Please print).....

Date 7th September 2026

Student Collection Notice

[Collection notices | HESA](#)

Your contact details may be passed to survey contractors to carry out the National Student Survey (NSS) and surveys of student finances. These organisations and their contractors will use your details only for that purpose and will then delete them.

After you graduate, we may contact you to ask you to complete one or more surveys into the outcomes of higher education and your activities after graduation. These surveys may be undertaken by us or by another specialist organisation contracted for that purpose. If a specialist organisation is used that organisation will receive your contact details but will only use your details for the purpose of asking you to complete the survey and will then delete them. You may also be contacted as part of an audit to check that we or any contracted organisation has undertaken these surveys properly.

Every year we will send some of the information we hold about you to HESA (“your HESA information”). HESA is the official source of data about UK universities, higher education colleges, alternative HE providers, and recognised higher education courses taught at further education institutions (www.hesa.ac.uk). HESA collects, and is responsible for, the database in which your HESA information is stored. HESA is a registered charity and operates on a not-for profit basis. HESA uses your HESA information itself for its own purposes. HESA also shares information from your HESA information with third parties. It may charge other organisations to whom it provides services and data. HESA's use of your HESA information may include linking information from it to other information. HESA information is retained indefinitely by HESA for statistical research purposes. All uses of HESA information must comply with Data Protection legislation.

I give my consent to Myerscough College’s processing of my personal information, as set out in the Student Collection Notice and the Higher Education Student Contract Conditions.

Student Signature.....

Date: 7th September 2026

Appendix 1 – Procedure to be followed when requesting withdrawal or interruption/postponement of study

When wishing to request withdrawal or an interruption/postponement of studies a student should proceed as follows:

Step 1 Discuss your reasons for leaving or your planned interruption of studies with your Course Manager.

Step 2 Collect a Request for withdrawal or Request for an interruption/postponement of studies form.

Step 3 Complete form stating reasons for wishing to withdraw studies or reasons for wishing to interrupt/postpone studies.

Step 4 Please contact your Funding Provider to discuss the financial implications of this change. You can seek further advice from Student Support and Guidance following your contact with your Funding Provider. International students will also need to contact the UKVI to discuss Visa implications.

Step 5 Take form to the library to check whether you have any outstanding items on loan, or fines. Anything outstanding will need to be cleared before withdrawal is finalised. If you are clear library staff will sign & stamp the form.

Step 6 Take the form to Student Services to discuss impact withdrawal or interruption of studies will have on Student Accommodation and License Agreement if applicable.

Step 7 Take completed form to Course Manager for signature and exit tutorial.

Step 8 Submit the completed form to the Higher Education Office (care of Quality Office) for processing. The Student Finance Team will notify Student Finance

England/Wales or Local Authority (LA). For International students, the Higher Education Office (care of Quality Office) will also notify the UKVI.

Step 9 Please ensure you have notified Student Support England/Wales or your Local Authority of your change of circumstance. Please go to: <https://www.gov.uk/apply-for-student-finance/change-anapplication>

Fee Implications

For students who pay their fees directly to the University Centre Myerscough only. Fees are payable as per the fee policy.

[he-tuition-fee-policy-and-procedure-2026-27.pdf](#)



Appendix 2

Higher Education Student Contract Cancellation Form

Name of Student (please print)

Student Reference Number.....

Course Name.....

To the Higher Education Office (care of Quality Office), University Centre Myerscough,
St. Michael's Road, Bilsborrow, Preston, PR3 0RY

I hereby give notice that I cancel my Higher Education Student Contract, from the date this form is signed or the following future date..... I understand that as per the contract I will be liable for any fees outstanding, including, but not limited to, the payment of any outstanding tuition fees or other charges, and any outstanding accommodation and catering fees. I understand that the Student Loan Company (SLC) will be informed and will contact me about any student loan repayments due.

My reasons for cancellation are as follows:

Signature: _____

Date: _____