

Higher Education Terms & Conditions

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This policy and procedure is subject to The Equality Act 2010 which recognises the following categories of individual as Protected Characteristics: Age, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex (gender), Sexual orientation, Disability.

Alternative Format

This policy is available in alternative formats, to request this, please email marketingcampaigns@mkcollege.ac.uk

Version Control

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Change log

Version Number	Summary of changes
4	

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1. Introduction

This document sets out the standard Higher Education (HE) terms and conditions of Milton Keynes College Group (hereafter called MKCG or ‘the College’) These Terms and Conditions govern the agreement (‘the Agreement’) between the College and you, the student named on the accompanying letter, as to the rights, roles and responsibilities of both parties in connection with your place at the College. The following terms and conditions apply to students who are applying for or are enrolled onto higher education (HE) programmes delivered by MKCG in the 2026/27 academic year.

If you are studying a programme validated by one of our partners, you must adhere to the academic regulations for your programme which outline the standards and procedures for assessment, progression and awards. These can be accessed here [Policies and procedures - MK College](#). Students may need to accept terms from professional bodies or third-party providers.

2. Your Contract with Milton Keynes College Group:

When you accept an offer of a place by the College, a legal contract is formed with the College based on these terms and conditions. This contract may be ended by the College if the relevant conditions are not met or our terms not complied with. You should read these terms and conditions carefully and ensure you understand them before accepting your offer of a place.

If you have trouble accessing any of the information or are unclear about any of our terms and conditions then please contact us by emailing admissions@mkcollege.ac.uk and we will provide you with any additional information, advice, and guidance you may need.

The contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts in England and Wales. Where the contract is made exclusively by distance communication (e.g. via email), you may cancel the contract by informing us in writing within 14 days of you accepting the offer.

3. Cancellation rights:

In line with the HE Admissions Policy ([Policies and procedures - MK College](#)), if you accept the College's offer of a place on a course, a contract is made between you and the College. If you change your mind, you can cancel the agreement within 14 days of accepting the offer. The cancellation period will expire after 14 days from the day on which you accept the College's offer.

To cancel the contract within the cancellation period, you must inform us by completing the cancellation form at the bottom of these terms and sending it to admissions@mkcollege.ac.uk. If any payment has been made under this contract before the date of cancellation, we will arrange to refund in line with our published Fees policy ([Policies and procedures - MK College](#)).

After the 14-day cancellation period has expired, it may still be possible to cancel your agreement, but this will be subject to the college's express written agreement and we will arrange to refund in line with our published fees policy.

4. Course Information

All course information provided at the offer stage including delivery mode, location, duration, accreditation, and fees forms part of your pre-contract agreement with MKCG. This information will be provided in a durable format and is legally binding under consumer protection law.

MKCG is committed to ensuring that all course information is accurate, accessible, and up to date throughout your application journey. If any material changes are necessary before enrolment, we will communicate these clearly and seek your express consent.

We encourage you to regularly review our course pages for the most current information here [University Level - MK College](#). However, please note that any changes to material information will not be made without your agreement.

5. Admissions Policy

The College's admissions policy for higher education ensures fair, transparent and equitable treatment of all applicants. All applicants are considered for admission on the basis of academic and vocational achievements/experience that provides evidence of the applicant's ability to meet the demands of their chosen course and their potential to succeed at MKCG. Applicants who supply false qualification documents will have their application withdrawn.

Offers of a place may be conditional on an applicant fulfilling academic and/or other conditions which will be set out in the applicant's offer letter. You have the right to bring an appeal in respect of an admissions decision; the procedure to follow is set out in full in the HE Admissions Policy. ([Policies and procedures - MK College](#))

6. Tuition Fees and Financial Information

When you enrol on a course at MKCG you become liable to pay the tuition fees associated with that course. Information on tuition fees and all other costs associated with your course and your studies at the College, including deadlines for payment which can be found in our HE Fees policy. ([Policies and procedures - MK College](#)) Fees are payable on an annual basis and will not be subject to an annual inflationary increase.

You shall comply with the College's HE Fees policy on payment of fees. You accept responsibility for the payment of tuition for your course. You understand that should you fail to pay tuition fees to the College (or any instalment of fees) on the relevant due date and you do not make payment within 10 days of the College issuing a payment reminder to you, you may be suspended by the College and end your course of study. Your details may be passed to a debt collection agency in line with the College's financial regulations. The College may also apply sanctions, including temporary or permanent withdrawal of facilities, withholding your certificate and exclusion from the College. The College will refer unpaid amounts to an external agency to pursue payment; this may include legal action. Any added costs incurred by the College in the collection of the debt will be the liability of the student and will increase the debt.

Unless the College otherwise agrees in writing, tuition fees paid by you to the College will not be reduced as a result of your absence due to illness or otherwise. The cost of all curriculum-related activities will be covered by your tuition fees. Extra-curricular activities in which you participate shall, except where otherwise stated by the College, not be included in the tuition fees and shall be charged for accordingly at such times and in accordance with such charging rates as the College notifies to you from time to time.

7. Equality and Diversity

MKCG is fully committed and supportive of equal access and inclusion and aims to avoid unfair discrimination on any grounds. The aim is to create an environment in which people treat each other with mutual respect. You are required to comply with the College's equality, diversity and inclusion policy ([Policies and procedures - MK College](#)) as part of the Agreement.

Our aim to promote and reinforce shared values, to create space for free and open debate, to break down segregation among different student communities including supporting inter-faith and intercultural dialogue and understanding, to engage all students in playing a full and active role with wider engagement in society and ensure that students are aware of their roles and responsibilities in preventing extremism and radicalisation. You are required to comply with our safeguarding policy ([Policies and procedures - MK College](#)) and will agree and confirm that you are willing to do so at the point of enrolment.

8. Personal Data and Data Protection

The College holds personal information about its students. This information is used to monitor student performance, achievements and for other administration purposes, to ensure the College's legal obligations to funding bodies and government are complied with, for purposes connected with students' studies, for health, safety and welfare and for certain other legitimate purposes including communicating with students during and following the completion of their studies. To comply with the law, information must be collected and used fairly, stored safely and not disclosed to any other person unlawfully. To do this, the College must comply with the UK GDPR and the Data Protection Act 2018 ([Policies and procedures - MK College](#))

As a condition of your enrolment at the College, you give your consent to the College processing your personal information for the purposes described above and in the College's data protection policy. ([Policies and procedures - MK College](#)) At enrolment, you agree and confirm that to the best of your knowledge the information shown in all sections of your application and enrolment form are correct. You will ensure that the college is kept always notified of your current address while you remain a student at the College. You undertake to check your college email account regularly.

Students of the College's services have the right, subject to certain statutory exemptions and exclusions, to access any personal data that is being held by the College about them. Any person who wishes to exercise this right should contact the data protection officer at DPO@mkcollege.ac.uk . Please refer to the full data protection policy.

9. Disclosure of Criminal Convictions

As a condition of your application and enrolment as a student of MKCG, you are required to disclose to the College any relevant unspent criminal convictions (whether or not relevant to the course you are applying for), and any spent convictions that may be relevant to the course you are applying for. You will also be required to disclose to the College details of any criminal investigations in which you are involved, or convictions which you receive, during the period of your Agreement with the College. The exception to this is for courses requiring an enhanced DBS check where all unspent and relevant spent criminal convictions will need to be disclosed. Please see Criminal risk assessment policy and the Rehabilitation of Offenders Act 1974. ([Policies and procedures - MK College](#))

The College is obliged to review and consider whether the existence of any such criminal convictions or related information means it is not appropriate for you to be given a place or continue your course. In such circumstances you will be invited to attend an interview with a College manager who has the authority to review the criminal conviction and, where appropriate, authorise your place or continuation. It is your responsibility to familiarise yourself with, and to ensure compliance with, the requirements of any professional body which you wish to join either before or after completion.

You should be aware that a change in your circumstances whilst studying (e.g. acquiring criminal convictions) may affect your continued compliance with certain professional bodies' requirements and you must notify any such changes to both the relevant professional body and to the College.

It should be noted that criminal convictions (spent or otherwise) may not necessarily be a bar to study but should nevertheless be disclosed to the College as part of the College's safeguarding procedures.

In some circumstances, registration on a course may be conditional upon your compliance with any requirements arising from legislation or regulations regarding the protection of children and vulnerable adults. This could include a disclosure and barring service check and/or the submission of a medical clearance form. Any such requirements will be detailed in any pre-contract Information for any relevant courses.

MKCG may amend or withdraw the offer of a place at the College if it determines that an applicant or student has made any misleading, false or fraudulent application or statement, or has produced falsified documents, regarding any relevant criminal convictions as part of an application. This includes failing to declare a previous conviction. For more information, please see criminal risk assessment policy. ([Policies and procedures - MK College](#))

Your acceptance of these terms and conditions forms a contract for the full duration of your course. You will not be asked to accept new terms at each re-enrolment unless changes are required by law or regulation, and such changes will be clearly explained and agreed with you.

10. Enrolment

All students who wish to undertake a course of study at MKCG are required to enrol with the College at the start of their course and then each subsequent September for the duration of their course. In addition to complying with these terms and conditions. The College will only make changes to your course where there is a valid reason (e.g. regulatory updates, staff changes, or quality improvements). Any material changes that may affect your decision to study will be communicated in advance, with a clear explanation and, where necessary, your consent will be sought.

11. Changes to your course

MKCG aims to ensure that the information about our higher education programmes and services is complete, accurate and timely. However, we may need to update this information after you have made an application or accepted an offer. Possible reasons for doing this include:

- Updates to the programme specification by our awarding bodies, for example, changes to modules, assessments and/or programme structure.
- New or amended legislation affecting higher education.
- Staff changes affecting the range of expertise in the team.
- Milton Keynes College's quality review process.
- Awarding body quality review process.
- Changes to professional, statutory and regulatory bodies (PSRBs) accreditation agreements.

If we do need to make any changes to the programme information after you have applied or been interviewed, we will notify you in writing within 10 working days of the change being made asking for your agreement to the changes. If you do not agree with the changes, you may withdraw your application and any fees you have paid to us will be refunded in line with the HE Fee Policy.

Every effort will be made to deliver the programme advertised and changes will only be made where necessary. All programmes are subject to review and development on an ongoing basis and changes may sometimes be necessary to ensure that content is up to date and relevant or to comply with professional or awarding bodies.

Although unlikely, examples of changes may be:

- a change of award title
- a change to awarding body
- a change to the availability or discontinuance of a module
- change to the type of assessment for your programme

Changes will normally only be made if the overall effect is either neutral or advantageous to students and MKCG will consult with you about any potential changes to your programme. If a change is made to a programme on which

you are enrolled, we will give you as much notice as possible. We will notify you by email with a copy of the proposed changes and provide you with a time frame within which you should respond. If the change made is to your detriment, you will be able to withdraw from the programme without penalty by emailing admissions@mkcollege.ac.uk. For details on fee liabilities and refunds, please refer to HE Fees Policy. Milton Keynes College's Student Protection Plan ([Policies and procedures - MK College](#)) outlines the reasonable measures we will take to support you to continue studying if changes are necessary or affect your study.

12. Termination of your Agreement

We may cancel your registration and end the contract by written notice (letter or email) subject to your rights of internal appeal, in the following circumstances:

- We find you have given us false, incomplete, inaccurate or misleading information in your application or at any other time.
- You fail to meet the conditions of the offer made to you.
- You do not provide additional information requested by us within a stipulated timeframe, to support your application/enrolment.
- You fail to provide satisfactory evidence of your qualifications.
- You fail to meet any academic or administrative requirements set out in the programme information on the College website.
- You fail to pay your tuition fees or are in debt to us for tuition fees in accordance with our HE Fees Policy.
- You fail to enrol.
- You are unable to meet the requirements of your programme.
- You fail to disclose any relevant, unspent criminal convictions.
- Despite adhering to the HE Attendance Policy, Readiness to Learn Policy, and HE Student Code of Conduct, ([Policies and procedures - MK College](#)) there is evidence suggesting you are not appropriately engaging with your studies or have left the programme without following the steps outlined in the HE Extenuating Circumstances Policy or the HE Withdrawal and Temporary Suspension of Studies policy. ([Policies and procedures - MK College](#))
- Disciplinary action has been taken against you in accordance with the Student Behaviour Policy. ([Policies and procedures - MK College](#))

- Substantial academic misconduct has been confirmed and upheld, with a recommendation for withdrawal from the programme under the HE Academic Misconduct Policy. ([Policies and procedures - MK College](#))
- If, between accepting an offer and commencing your program, there is a change in your circumstances that, in our reasonable opinion, makes it inappropriate for you to continue your studies. For instance, if you applied for a program requiring a specific number of professional placement hours (e.g. teaching practice), but you are no longer employed in the sector and lack access to a suitable placement opportunity, or if you are barred from the college site due to inappropriate behaviour.
- If we become aware of information about you that was previously unknown (e.g. unspent criminal convictions), and which, in our reasonable opinion, makes it inappropriate for you to study your program.

13a Student Attendance and Engagement

Students are expected to engage fully with all scheduled learning activities, including tutorials, classes, assessments, and examinations that form part of your course. If you are unable to attend for a genuine reason (such as illness or other exceptional personal circumstances), you must inform your Course Manager as soon as possible.

Attendance should be punctual. If your engagement record is considered unsatisfactory, you may be invited to a meeting to discuss support options and next steps. For further details, please refer to the HE Attendance Policy.

([Policies and procedures - MK College](#)) Students are expected to adhere to the required standards in the HE Student Code of Conduct. ([Policies and procedures - MK College](#)) Breach of these standards could result in withdrawal from your programme of study. Cases of academic misconduct are also reported to our awarding bodies, who may take further action. Further information can be found in the HE Academic Misconduct Policy. ([Policies and procedures - MK College](#))

You must submit all required work by the published deadlines and attend all assessment events. Work submitted after deadlines have passed will be subject to the conditions of the HE Extensions & Extenuating Circumstances Policy, this includes late submission penalties where extension or extenuating circumstance are not approved. ([Policies and procedures - MK College](#))

Persistent failure to meet deadlines or engagement requirements may lead to

withdrawal from your course, please refer to the Readiness to Learn Policy. ([Policies and procedures - MK College](#))

If you are withdrawn due to non-compliance, your fee liability, and any potential refund will be calculated based on your last date of attendance, in line with the HE Fees Policy. ([Policies and procedures - MK College](#)) Please note that prolonged absence without due cause may affect your eligibility for student funding.

13b. Plagiarism and Academic Offences:

Students are expected to adhere to the required standards of academic integrity outlined in Academic Misconduct Policy. Breach of these standards could result in withdrawal from the programme of study.

MKCG and its awarding bodies take academic misconduct very seriously. We want to help you understand what it means and how to avoid it. Academic misconduct includes things like plagiarism, cheating, or any action that breaks the rules on honest work.

You can find full details about what counts as academic misconduct and how we deal with it in our Academic Misconduct Policy. ([Policies and procedures - MK College](#))

14. Suspension of Studies

You may request to suspend your studies (take a break) if circumstances beyond your control, such as health issues or serious personal matters, are affecting your ability to continue. Other reasons may be considered in exceptional cases.

Any suspension must be formally approved and will be granted for a defined period, after which you will be required to return to your studies. To request a suspension, you must follow the HE Withdrawal or Suspension of Studies Policy ([Policies and procedures - MK College](#)).

Approval is subject to MKCG guidelines and the regulations of the validating university or awarding body. If your suspension is approved, you must keep the College informed of your plans to return, meet any readiness to learn requirements, and notify your funding provider (e.g. Student Loans Company). It is your responsibility to comply with the College's Readiness to Learn Policy. ([Policies and procedures - MK College](#)).

Changes to Your Course During a Suspension: If you take a break from your studies, elements of your course may change before you return. These changes may include updates to module content, assessments, or learning outcomes. Withdrawal or replacement of modules or optional units. Restructuring of the course to meet current academic, professional, or regulatory requirements, or changes to timetabling.

Such changes may occur due to reasons including student feedback, external examiner recommendations, sector or professional body updates, or curriculum review processes.

Any changes made will be reasonable, proportionate, and designed to maintain academic quality and standards.

If the changes have a material impact on your course for example, where core modules are withdrawn or the structure of the award changes significantly the College will inform you promptly, explaining the nature of the changes and why they are necessary and outline how the changes may affect your progression or completion; and discuss the options available to you, which may include:

- returning to the updated version of your course.
- transferring to an alternative course (where available).
- withdrawing from the course.
- requesting a refund (see HE Fees Policy).

The College will work with you to ensure you can make an informed decision about your studies.

15. Ancillary Services: Learning Centre, IT, Facilities and Learning Support

The College will provide students with access to its learning centre and IT systems for the period they are studying. This will include access to WiFi for personal equipment, use of IT resources within the building and the provision of library resources including a virtual learning environment and a student email account.

MKCG has several policies in place setting out what is expected in relation to acceptable IT use, online safety and use of artificial intelligence. Failure to comply with the standards set out in these documents could result in disciplinary action including termination of your contract with the college and withdrawal from your programme of study. Further details can be found in IT

Acceptable Use Policy, our Online Safety Policy. ([Policies and procedures - MK College](#))

All HE students at MKCG will have access to physical library resources, the College provides you with equipment or books relating to your course, you shall return all such equipment and books to the College, in a similar state of repair to how you received them, before the end of your programme of study or, if you leave the College early, before your actual leaving date.

Any equipment or books should be returned on time and returned in a similar state of repair to how you received them.

You are advised to disclose any disability in your application or at any time, whether physical and/or learning to enable MKCG to provide the appropriate support and guidance to meet your needs in accordance with our legal duty to provide reasonable adjustments under the equality act 2010. To discuss this further or to make a disclosure, please contact ineedsupport@mkcollege.ac.uk.

While on campus, all students are expected to comply with the health and safety policy. ([Policies and procedures - MK College](#))

16. Complaints and Appeals

MKCG takes all complaints seriously and will act appropriately whenever they are received. MKCG will follow the procedures set in our HE Complaints Policy. ([Policies and procedures - MK College](#))

MKCG will provide the complainant with a letter stating when the colleges internal procedures have been completed and advise on the next stages.

Where applicants are refused a place, an offer has been withdrawn (or refused a place on the course or programme applied for or have an academic appeal), they have a right of appeal against the decision. This right must be exercised within five working days of the applicant being refused admission by writing to the Group Directors at courseappeals@mkcollege.ac.uk setting out the grounds of their appeal. The unsuccessful applicant will then be invited to an appeal meeting with a Group Director at which they will have the right to be accompanied. The appeal meeting will normally take place within ten working

days of receipt of the unsuccessful applicant's grounds of appeal. The applicant will be written to within ten working days of the appeal to confirm the College's decision.

If after the internal procedures for MKCG have been exhausted the complainant remains dissatisfied, they may have the right to refer the matter to the relevant validating institution. Validating partners will follow their procedures for complaints. If the validating institution does not offer this opportunity, the complainant will be able to request a review from the OIA. The OIA is an independent body established to consider student complaints which have not been resolved internally.

Appeals to the OIA should be made within 12 months of getting a decision from the College. This service is free to students. More information can be found on the OIA website www.oiahe.org.uk Please refer to the College's full HE Complaints Policy. ([Policies and procedures - MK College](#))

Our HE Academic Appeals Policy [Policies and procedures - MK College](#) outlines the informal and formal process for you to challenge academic decisions you perceive as unfair or incorrect. It serves to ensure transparency, accountability, and fairness within our educational institution by providing a structured framework for resolving disputes related to academic matters.

17. The College's Liability to you

MKCG shall not be liable for any loss, damage, or injury suffered by students, staff, or visitors unless such loss, damage, or injury arises directly from the negligence or breach of duty of the College.

The College shall not be liable for any indirect, consequential, or special damages, including but not limited to loss of profits, loss of data, or loss of opportunity.

The College accepts no responsibility for the loss, theft, or damage to personal property of students, staff, or visitors while on college premises. It is the responsibility of individuals to safeguard their belongings. Students are advised to obtain appropriate insurance coverage for their personal property, including laptops, mobile devices, and other valuables.

The College is committed to maintaining a safe and healthy environment. However, students are expected to take reasonable care of their own health and safety. Students must comply with health and safety regulations, attend relevant training sessions, and report any hazards promptly.

In the event of force majeure (flood, fire, pandemic and other acts of God), the College will make reasonable efforts to mitigate the impact on students and provide alternative arrangements where possible in line with the Student Protection Plan. ([Policies and procedures - MK College](#))

18. Notices

All notices required to be given under these Terms and Conditions must be sent by the College to the name and postal or email address for you have shown in the College's records.

Any notices served by you in relation to the agreement must be addressed to the College and sent to complaints@mkcollege.ac.uk.

19. Additional Terms

You may only transfer your rights or your obligations under the agreement to another person if the College agrees in writing.

The agreement is between you and the College. No other person shall have any rights to enforce the terms of the agreement. Each of the clauses set out in these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable (whether in whole or in part), the remaining clauses (or the relevant part) will remain in full force and effect.

If the College fails to insist that you perform any of your obligations under the agreement, or if the College does not enforce its rights against you, or if the College delays in doing so, that will not mean that the College has waived its rights against you and will not mean that you do not have to comply with those obligations.

If the College does waive a default by you, the College will only do so in writing, and that will not mean that the College will automatically waive any later default by you.

20. Queries about the course agreement and/or financial arrangements

If you have any queries about the documents you have received, please contact admissions@mkcollege.ac.uk who will either provide you with the information you need or ensure that your query is referred to the person best able to answer it. You can come into College at the Chaffron Way Campus and ask for the admissions team who deal with these enquiries.

HIGHER EDUCATION COURSE OFFER CANCELLATION FORM

Please complete the form and send to *Admissions@mkcollege.ac.uk* or:

Admissions Office
Milton Keynes College
Chaffron Way
Leadenhall
Milton Keynes
MK6 5LP

I hereby give notice that I wish to cancel my contract with the College as follows:

Applicant name:	
Applicant address:	
Applicant reference number	
Programme name:	
Programme code	
Reason for cancellation	

Applicant signature	
Date	