



Terms and Conditions

Policy no:	5.4	Version number	V1
Version date	May 2026	Approved by	SMT
Policy Owner	Head of Quality	Next review due	May 2027
	- UK higher education providers advice on consumer protection law (May 2024).¹ - Consumer Rights Act 2015 Part 2 Covering unfair terms.² https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers - Consumer Protection from Unfair Trading Regulations 2008 (CPRs)³ https://www.legislation.gov.uk/uksi/2008/1277/contents - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs)⁴ https://www.legislation.gov.uk/uksi/2013/3134/contents		
Who is this policy for?	All students enrolled on any MCC programmes. Magna Carta College (MCC) is not currently registered as an approved provider with the Office for Students. However, this policy has been written to comply with the Office for Students conditions of registration because MCC intends to apply for OfS registration. Note: Any existing students who are studying with us on the Buckinghamshire New University (BNU) programmes should refer to BNU policies on their website.		

This document forms part of the contractual agreement between Magna Carta College ("MCC") and students who enrol on higher education programmes delivered by MCC. Applicants are encouraged to read this document carefully before accepting an offer of admission. By accepting an offer and completing enrolment, students confirm that they have been given the opportunity to review these Terms and Conditions together with the documents referenced within them.

¹ https://assets.publishing.service.gov.uk/media/6475b2f95f7bb7000c7fa14a/Consumer_law_advice_for_higher_education_providers_.pdf

² <https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>

³ <https://www.legislation.gov.uk/uksi/2008/1277/contents>

⁴ <https://www.legislation.gov.uk/uksi/2013/3134/contents>

Table of Contents

1	About the Terms and Conditions	5
2	Statement of Purpose	5
3	Scope and application	6
3.1	Definitions of terms.....	6
4	Ensuring equity and access	9
5	Admission & Enrolment.....	9
5.1	Conditional Offer Letter	9
5.2	Unconditional Offer Letter	9
5.3	Acceptance Form.....	9
6	Your Agreement	10
6.1	Tuition Fees	10
6.2	Confirmation of Acceptance of Studies (CAS)	10
6.3	Cancelling your offer and enrolment	10
6.4	Re-enrolment	11
7	Admission Confirmation.....	11
8	Deferral and Admission Cancellation	12
8.1	Deferral	12
8.2	Withdrawal and Cancellation	12
8.2.1	Withdrawal within the Cooling off period.....	12
8.2.2	Cancellation.....	12
8.2.3	Self-funded student refunds after cancellation	12
8.3	Withdrawal.....	13
9	Student Obligations.....	13
9.1	Student Code of Conduct	13
9.2	Your responsibilities	13
9.3	Your Course and Communication with MCC.....	13
9.4	Attendance	14
9.5	Disability and reasonable adjustments	14

9.6	Student Progression	15
9.7	Guarantee of Support	15
9.8	Supporting our students	15
9.9	Changes to your course.....	15
9.10	Course information and Schedules	16
9.11	Course Cancellation.....	16
10	Tuition Fees and Student Loans	17
10.1	Students with a Loan.....	17
10.2	Self-funded Students.....	17
10.2.1	Registration Fees	17
10.3	Refunds after Cancellations	18
10.4	Additional Fees.....	18
10.5	Tuition Fees and all other Payments.....	18
10.5.1	Payment Plans and Instalments	18
10.6	Changes to the Tuition Fee	19
10.7	Non-payment	19
11	Complaints.....	19
12	Withdrawal or Termination of Study	19
12.1	If you wish to withdraw.....	19
12.2	Termination by the College	20
12.3	Appeals against termination	20
12.4	Automatic termination (Failure to re-enrol)	20
13	Suspension	20
13.1	Suspension Due to Academic Misconduct	20
13.2	Appeal against Suspension.....	21
14	Data Protection	21
14.1	Right of access.....	21
14.2	Intellectual Property.....	21
15	Events beyond the control of the parties.....	21
15.1	Force majeure - Events beyond the control of the student.....	21
15.2	Informing MCC	22
15.3	Continuing force majeure	22
15.4	Withdrawal of services	22
16	Other Terms	22
16.1	Liability of MCC	22

16.2 Jurisdiction	22
16.3 Consumer rights	22
16.4 Changes to the Terms and Conditions, Policies and updates	23
16.5 Interpretation	23

1 About the Terms and Conditions

Dear Student,

Thank you for choosing to study with Magna Carta College (MCC). These Terms and Conditions set out the contractual relationship between you and MCC.

It is essential that you carefully read, understand, and agree to them because they explain your rights and responsibilities as a student, as well as the College's obligations to you. They are designed to ensure a fair, transparent, and supportive learning environment for you as a member of the MCC community.

We strongly encourage you to read these Terms and Conditions in full and keep a copy for future reference. Should you have any questions or require clarification on any aspect of the Terms and Conditions, you should contact the College for further guidance before accepting an offer.

By accepting an offer to study at MCC, you confirm your understanding of and agreement to these Terms and Conditions.

2 Statement of Purpose

This document sets out the basis on which we will provide your course, as well as your obligations and ours as your higher education provider. When you accept an offer to study at Magna Carta College (MCC), you will become legally bound by these Terms and Conditions (T&Cs). By accepting your offer, you confirm that you agree to these T&Cs and enter into a legally binding contract with the College.

All the key details concerning your agreement with MCC are contained in this document.

We strongly recommend that you read the T&Cs carefully before you accept any offer to study with us.

Under UK law, you are entitled to a 14-day cooling-off period starting from the date you formally accept an offer. During this 14-day period, you may cancel your contract with us without any penalty or consequence. Once the 14-day cooling-off period has expired, these T&Cs will apply in full.

Please note if you are applying for, or have accepted a place on, a programme that leads to an award from one of our university partners, you will be regarded as a student of that partner university. In such cases, the T&Cs governing your contractual relationship as a student will be those of the partner university (rather than those of MCC).

These T&Cs exist to ensure you have a clear understanding of your rights and responsibilities as

an MCC student on a course provided independently by MCC rather than one provided in partnership with another organisation, as well as our rights and obligations. Our aim is to provide you with transparent information about your contractual relationship with us.

MCC is committed to complying fully with the expectations of the UK Competition and Markets Authority (CMA)⁵ to ensure that your rights as a consumer are properly protected.

We therefore advise you to review this document thoroughly before accepting an offer to study at MCC.

3 Scope and application

These Terms and Conditions (T&Cs) must be read by students before accepting an offer to study a higher education provided independently by MCC, as well as admissions and compliance staff who should also be familiar with them. For detailed inquiries regarding courses, students should reach out to MCC Admissions team at admissions@magnacartacollege.ac.uk

Currently, these T&Cs apply to the following MCC courses:

- Pearson BTEC HND in Business
- Pearson Level 7 Extended Diploma in Strategic Management and Leadership
- UCAM MBA programmes

3.1 Definitions of terms

Terminology	Details
Magna Carta College, MCC	Refers to Magna Carta College Limited a company registered in England and Wales. https://magnacartacollege.ac.uk/ Full Business Name: Magna Carta College Ltd Company number: 08334025

⁵ <https://www.gov.uk/government/organisations/competition-and-markets-authority>

	Registered Office Address: 3rd Floor, The Urban Building 3-9 Albert Street, Slough, SL1 2BE Contact email: info@magnacartacollege.ac.uk
Student, you, your	means the person who has been offered a place to study at MCC and has completed and signed the acceptance
Acceptance	means that the student has accepted an offer to join a course by signing the Acceptance Form and is invited to enrol on the course.
Conditional offer	refers to an offer with specific prerequisites that must be met before a formal admission to the course is granted. Conditions of the offer will be communicated through a formal offer letter.
Unconditional offer	refers to an offer that is granted when the applicant has fulfilled all necessary requirements for the programme ensuring their place is secured.
Enrolment	means that after accepting the offer to join a course, the student has submitted a completed Enrolment Form and attended the Induction session for the course.
Registration	means the formal process MCC completes when placing the student on the programme
Commencement of Study	is used when the student has attended the course for the first time.
Re-enrolment:	every year the student who meets the requirements of the course for their continuation to the next year or study will be required to confirm by a published deadline that they wish to continue their studies at MCC. This is referred to as re-enrolment.

Deferral	means that after being accepted on a programme, the student has requested to start later than the original start date of the programme. A deferral requires permission from MCC, in line with the awarding body or awarding organisation that applies to the relevant qualification. The start of the course cannot be deferred beyond one academic year.
Tuition Fee	is the fee which must be paid to cover the costs of teaching. Details of the fees for different programmes can be found on MCC website.
Funded students	are eligible for a loan from Student Finance England (SFE) to cover their tuition fees. Students may be eligible to apply for maintenance costs based on their individual circumstances.
Self-funded students	are the students who are paying for their own studies. Payment of fees is required prior to the commencement of the course for self-funded students. Students who fund their own studies do not receive financial assistance from Student Finance England (SFE). Students may be allowed to pay fees in instalments. Students who desire to pay their fees in instalments should approach the Admissions staff at MCC to request an instalment plan.
Sponsored Students	are students who have a sponsor, who is not a family member or friend and agrees to pay the student's tuition fees for them. It could be a representative from a company, charity, or the government of their country.
International students	are students who travel to the UK for study purposes and may require a student visa due to their non-UK citizenship. Currently, MCC is not able to accept international students on student study visas but may do so in future. International Students must ensure payment of their fees, either personally or through a sponsor, as they are ineligible for loans from Student Finance England (SFE). International students might be required to pay higher fees compared to domestic students.

4 Ensuring equity and access

At MCC we strive to ensure that all applicants and students are dealt with fairness and given equal opportunities, starting from the admissions process. MCC is dedicated to fostering an inclusive learning environment that provides equal opportunities for all. We strive to create a vibrant community that embraces the diverse backgrounds of our students and staff, while actively confronting and rejecting any form of discrimination. MCC conforms to the Equality Act 2010⁶ and promotes equality and diversity. Through its Admissions Policy, MCC prioritises fair, open, and consistent practices.

At MCC we do not discriminate against candidates based on any characteristics, including disability, race, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, sexual orientation, age, religion or belief. MCC values the diversity of its students and strives to promote equality among all staff and students. Students seeking additional support in applying for a course at MCC are encouraged to reach out to a member of our staff.

Our team is committed to providing assistance to those in need. Reasonable adjustments will be made by MCC for individuals with disabilities or special educational needs (SEND), whenever possible.

5 Admission & Enrolment

5.1 Conditional Offer Letter

If your application for a course is successful, you will be sent a Conditional Offer Letter. This letter will provide details about the academic programme you have chosen to study and outlines the steps to enrol. Prior to enrolling on the course, you may need to fulfil certain requirements (conditions), which will be outlined in the Conditional Offer Letter.

5.2 Unconditional Offer Letter

Once you have met the conditions of the conditional offer you will be issued an unconditional offer, and you are guaranteed a place on the course if you accept it. This offer includes confirmation that you have met the entry criteria and are invited to join the programme.

5.3 Acceptance Form

After receiving an offer and making the decision to accept it, it is necessary for the student to complete the acceptance form and send a signed copy to the MCC Admissions team on email to

⁶ <https://www.legislation.gov.uk/ukpga/2010/15/contents>

admissions@magnacartacollege.ac.uk, in order to proceed with your course enrolment.

6 Your Agreement

Completing and signing the acceptance form means that you agree to these Terms and Conditions and to the MCC Tuition Fees, Refund, and Compensation Policy.

By accepting the offer of a place at MCC, you acknowledge that the information you have provided in support of your application to study at MCC is accurate and complete to the best of your knowledge.

Students must provide proof of identity and qualifications during their enrolment and registration at MCC.

6.1 Tuition Fees

Once you have signed the acceptance form, you will be requested to complete the payment of the tuition fees. Students supported by Student Finance England (SFE) will receive their fees in instalments, which will be paid directly to MCC.

If you are not receiving funding from Student Finance England (SFE), MCC will require you to establish a payment plan for your tuition fees. An MCC Admissions officer will share this plan with you, with the first payment due before the commencement of study.

Typically, self-funded local (UK resident) students are required to pay the full fees for the academic year upfront when their course begins. Alternatively, students can be offered an instalment plan if they request one.

International, self-funded students, who are pursuing an online course with MCC, will be required to pay the full fees for the academic year unless a payment plan is agreed with them.

6.2 Confirmation of Acceptance of Studies (CAS)

The following information will only be relevant when MCC has a Student Sponsor Licence from UKVI enabling us to sponsor international students to come and study with us in the UK.

International students, whether self-funded (paying their fees themselves) or sponsored (someone else who is not a family member is paying their fees e.g. their employer), must pay full fees for the academic year before they will be issued with a Confirmation of Acceptance of Studies (CAS). This can only be issued once MCC has a Student Sponsor Licence.

6.3 Cancelling your offer and enrolment

The College has the right and may cancel your offer enrolment if you:

- Fail to meet any of the conditions specified in your conditional offer letter
- Are ineligible for admission to MCC due to any relevant criminal conviction
- Provide false or misleading information on your application
- Are unable to prove that you have the right to study in the UK (applicable to international students)
- Fail to pay the tuition fees before the course start date (or provide information related to payment) as explained in MCC's Tuition Fees, Refunds, and Compensation Policy

Note: Providing inaccurate personal information during the visa application process is considered a violation of the law. By engaging in this action, your application will be terminated, and the College reserves the right to retain whatever fees you have paid.

6.4 Re-enrolment

In order to continue your education at MCC you will be required to re-enrol on an annual basis (for qualifications that are longer than one year). There is a possibility, however, that you will not be permitted to re-enrol if you have previously:

- been withdrawn from MCC due to academic or non-academic misconduct, including a violation of the student code of conduct;
- have been suspended from MCC as a result of disciplinary proceedings;
- have committed or been convicted of a criminal offence;
- have failed to pay your tuition fees to MCC or have violated the MCC Tuition Fees, Refunds, and Compensation Policy.

7 Admission Confirmation

After being accepted into an MCC higher education course, the following documents will be provided to you:

- A formal Conditional or Unconditional Offer Letter from MCC
- MCC acceptance form for you to sign and return
- MCC Tuition Fees, Refunds, and Compensation Policy
- MCC's Policies on Attendance and Engagement, Student Code of Conduct, and Academic

Misconduct.

Once we receive your signed acceptance form you may enrol into the course and the conditions within these Terms and Conditions will apply; subject to the 14-day cooling off period explained above.

Note: *There may be additional requirements for any partner organisation (awarding body or university) that Magna Carta College will need you to meet, in order to confirm your admission. Further, you may be required to follow the partner organisations' T&Cs and ignore these MCC T&Cs. You will be informed about this when you apply.*

8 Deferral and Admission Cancellation

8.1 Deferral

After you have been accepted into an academic programme, you have the option to request a deferral. It means that you would like to delay the start of the course rather than start according to the initial agreement. Request for deferrals can be considered if they are within one year of the original start date. As per the MCC Tuition Fees, Refunds and Compensation Policy, it is possible to receive a refund of your tuition fees if your deferral request has been approved. To defer your studies, it is necessary to obtain a written agreement from MCC.

8.2 Withdrawal and Cancellation

8.2.1 Withdrawal within the Cooling off period

After you have completed and signed the Acceptance Form, you will have 14 days 'cooling off' period to cancel your agreement with MCC. You will receive a full refund for any fees you have paid and will not be liable for any fees thereafter if you decide to cancel within 14 days of accepting your place on the course.

8.2.2 Cancellation

If you decide to cancel your course, please make sure to fill out the Programme Cancellation Form and send it via email to admissions@magnacartacollege.ac.uk.

8.2.3 Self-funded student refunds after cancellation

If you are a self-funded student, you have a period of 14 days from the date you signed the acceptance form to withdraw your enrolment from the course. MCC will reimburse any payments you have made within 30 days. If you apply for a refund, you will need to provide written

confirmation of your cancellation. To cancel your enrolment, you will need to send us an email to admissions@magnacartacollege.ac.uk with your name and the course you have enrolled for and clearly state your intention to cancel your enrolment.

8.3 Withdrawal

To withdraw from the course after the 14-day cooling off period, it is necessary to adhere to the College's termination procedures. It is possible that you may not be eligible for a refund.

9 Student Obligations

9.1 Student Code of Conduct

Students must follow the MCC student code of conduct and treat everyone with respect, tolerance, and kindness. Failure to follow the MCC student code of conduct might result in course suspension or withdrawal. See the Student Discipline Policy for information.

9.2 Your responsibilities

MCC will deliver your Course in accordance with your Offer, the Academic Regulations, and all our other Policies and Procedures.

You are expected to:

- Agree to and comply with these Terms and Conditions
- Adhere to the Student Code of Conduct
- Demonstrate that you have the necessary immigration status to pursue your course with MCC (for international students only)
- Meet the academic obligations of your course, which may include submitting coursework and assignments, sitting exams, completing online assessments, participating in lectures, seminars, and online live classes, and engaging in any other teaching platforms provided by MCC.

9.3 Your Course and Communication with MCC

When you enrol at MCC, you will be given an email address and a login for a Virtual Learning Environment (VLE) and MS Office, including access to Microsoft Office 365. This is where all of your course materials, including teaching materials and links to where you can send your work for

graded assignments, will be stored.

In order to get important information and stay up to date, you should check the VLE and get in touch with your programme manager at MCC.

We will only contact you through your personal email if you do not answer your MCC email account and we are unable to get in touch with you. If you cannot access your MCC email, you can contact MCC's Student Support Desk (SSD) at support@magnacartacollege.ac.uk. It is important for students to regularly update their personal information with the MCC Student Support Desk (SSD), such as their home address, contact number as well as their emergency contact details.

9.4 Attendance

You must attend all of the planned classes for your course. If you are unable to attend for any reason, please follow the steps outlined in the MCC Attendance and Engagement Policy to inform the MCC Student Support Desk.

Once you sign your acceptance form for a course, you agree to attend and participate in all of the scheduled teaching and assessment activities. In addition to the teaching hours, you must complete a significant number of independent study hours. All of this information is available in the MCC Student Handbook and Programme Handbook, which you will receive during the programme induction.

The MCC Student Handbook and your Programme Handbook will specify the details of the total qualification time, including the guided learning and self-study hours you will be required to complete.

9.5 Disability and reasonable adjustments

MCC is dedicated to creating an inclusive and accessible environment and aims to make reasonable adjustments to meet individual needs. We encourage our students to notify MCC about your disability or special educational need at an early stage in the application process as this allows for better engagement and more effective discussions regarding your support requirements.

Completion of your course may be contingent upon MCC's ability to make reasonable adjustments to accommodate your needs. If you inform MCC about any disabilities early on in the recruitment process and participate in any required discussions or health assessments, MCC will be able to make the necessary adjustments promptly.

If MCC cannot fulfil any particular requirements you may have, we will seek professional guidance and evaluate the most suitable course of action. MCC will seek to make reasonable adjustments wherever possible to accommodate students with disabilities and special educational needs (SEND). If, after exploring all reasonable adjustments and seeking appropriate professional advice, MCC is unable to apply the adjustments required, we will discuss all alternative options with you. Withdrawal would only be considered as a last resort if MCC is unable to help you achieve the required learning outcomes of

the course safely. This policy is applicable to both online and in-person students.

9.6 Student Progression

In order to continue to the next level of study, you must attend your classes and submit and pass your assignments by the deadline (or pass your exams if relevant). MCC may decline to offer a student continuation to the second year of a programme if they consider it is not academically appropriate or if the MCC Assessment Board has concerns about the student's results, commitment, attitude, behaviour, attendance, fitness to study, or the safety of others.

If a student is not be able to move continue to the next level (for example, from Year 1 to Year 2 of a university programme) MCC will work directly with the student to explore an alternative academic plan that will allow them to continue their studies.

9.7 Guarantee of Support

MCC is committed to ensuring that you have access to a variety of resources to support your academic journey. These resources include the library, online learning materials, Student Support Desk (SSD), IT infrastructure, an MCC email account, pastoral support, and guidance on careers, employability, and access to professional development programmes. You can find more information about this in your Student Handbook and Programme Handbook.

MCC has regulations and policies in place to govern your Programme and your time at MCC as a student. These will be made available to you and will be operated fairly and reasonably.

At MCC, our priority is to provide students with an exceptional learning and teaching experience. We are dedicated to helping you succeed academically and reach your career aspirations. However, achieving success in your studies also requires a strong commitment from you.

9.8 Supporting our students

MCC offers a wide range of resources to support your academic journey and help you succeed in your course. Nevertheless, it is crucial to anticipate unforeseen circumstances that could potentially hinder MCC's ability to smoothly operate its courses.

9.9 Changes to your course

MCC does not anticipate having to discontinue a Programme you have registered on, but it may make reasonable adjustments to your Programme, these Terms and Conditions, or its obligations to you either before or after you have enrolled. We will provide you with written notice of these changes well in advance, and we will do everything we can to minimise any negative effects on

you.

There are various reasons for making changes, such as updating to reflect the latest practices and academic advancements for the benefit of students, enhancing the Programme and improving your overall experience.

Changes may also be necessary to meet the requirements of external or regulatory bodies, or due to staff changes within MCC.

Additionally, changes may be implemented in response to changes in the law or as a result of national or local government instruction, guidance, or public health recommendations.

In the event of such changes due to external factors, MCC may need to make modifications to the course that we have advertised and you have enrolled on. These modifications will never fundamentally alter the nature of the course you enrolled on. If adjustments are required for any reason, you will be consulted, and we will request your approval before proceeding.

Minor alterations may include adjustments to the schedule. If MCC has to make a major adjustment, such as discontinuing a course in which you are enrolled, we will assist you in finding an alternative option, that suits your academic needs.

9.10 Course information and Schedules

When you apply for a course, you will be directed to the MCC website, www.magnacartacollege.ac.uk and be provided with a Programme Handbook, where you will find all of the content for the units or modules you will study. Every term or semester, you will receive an academic calendar and a weekly schedule for your course.

MCC will not make changes to the curriculum or timetable unless they are deemed helpful to the students. In such a situation, you will be informed about the changes in writing, at least two weeks in advance.

9.11 Course Cancellation

In the event of insufficient student numbers, MCC might be compelled to withdraw a course. Under such circumstances, the student shall have the option of enrolling in an alternative course or may withdraw from the current one without incurring any monetary repercussions.

You may also be eligible for compensation in accordance with MCC's Tuition Fees, Refunds, and Compensation Policy if the course you are enrolled on is withdrawn by MCC.

If MCC withdraws a course, we will take all reasonable steps to support you to continue your studies, including offering an alternative course or assisting with transfer to another provider if you prefer.

10 Tuition Fees and Student Loans

Students applying to join a higher education course at MCC may have the opportunity to apply for student loan funding to cover their tuition fees. This would be possible if MCC's application for registration with the Office for Students (OfS) is approved, or if you are applying to study a course offered at MCC in partnership with another higher education provider/university. Students studying at MCC would be subject to specific terms and conditions (details in section 9.1) if they were eligible to apply for student loan support to cover their tuition fees. If the student loan is received for designated programme delivered by MCC in partnership with another organisation, the partner's T&Cs will be applied. You will be informed during the application process if this is the case.

10.1 Students with a Loan

Students who qualify have the option to obtain a loan from Student Finance England (SFE) to cover their Tuition Fees. Students who receive this type of funding have the option to pay their fees in instalments directly to MCC. Alternatively, if MCC has a partner organisation, the fees can be paid to them instead. Payments made through SFE loans are subject to the Terms and Conditions set by the UK Government. You can find more information at <https://www.gov.uk/student-finance>

When students borrow money from SFE, they are required to repay the loan to the Student Loan Company (SLC) once their income reaches a certain threshold. For loans taken after September 2012 in the UK, there is a threshold of 9% on income exceeding £27,295 per year, £2,274 per month, or £524 per week. You can find more information about this on the official government website. [Student loans: a guide to terms and conditions - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/student-loans-a-guide-to-terms-and-conditions)

It is important for students to consider the amount they'll need to repay once they finish their studies and start earning above the threshold when applying for a student loan. If the SFE stops funding you for any reason, you will still be responsible for paying the remaining tuition fees. If you decide to withdraw, suspend, or terminate your studies, you will still be responsible for any outstanding fees.

10.2 Self-funded Students

You have the option of paying your tuition fees on your own as a student who is self-funded. This applies to students from the local area as well as those from elsewhere in the world who may or may not be eligible for a loan.

10.2.1 Registration Fees

It is possible that students who are responsible for paying their own tuition expenses will also be required to pay registration fees for awarding bodies. In the event that there is an awarding body registration charge that you are required to pay in addition to the tuition fees, you will be informed

of this when you apply, and it will be published on the TEC website.

10.3 Refunds after Cancellations

Self-funded or sponsored students who have paid some or all of their tuition fees to enrol on a course will receive a full refund if they cancel their acceptance within the 14-day cooling off period. Refunds will be given to students who cancel after the 14-day cooling off period based on how long they have stayed on the programme incurring costs to MCC.

Students who have studied:

- 7 weeks after the cooling off period may receive 75% refund of money paid.
- 8-17 weeks may receive 50% refund of money
- 18-27 weeks may receive 25% refund of money paid
- 28 weeks or more may receive 0% refund of money paid

With regard to these particular instances, decisions on refunds will be made on a case-by-case basis. For additional information, please refer to the MCC Tuition Fees, Refunds, and Compensation Policy documentation.

10.4 Additional Fees

If a student completes all of the needed units in their course, there won't be any further fees to attend MCC. In most cases, students who don't pass on their first try are offered another chance to pass with no additional fees. Retaking a unit may come with additional costs and time that you should avoid. The MCC Assessment Policy contains information on submission, resubmission, and retake procedures. The retake fee for your programme will vary as per the requirements of the awarding body/university and you will be informed of the specific details at the time of your programme induction.

If a student's resubmission is unsuccessful, they might have to retake the unit, which may require them to pay additional tuition fees for which they wouldn't be eligible for student loans. It is usually preferable for students to pass on their initial submission or, if needed, when they submit again.

10.5 Tuition Fees and all other Payments

The entire cost of your study is provided in the Payment Plan that is part of the MCC Offer Letter, issued to you by the MCC Admissions Officer, at the time of enrolment.

You agree to be bound by MCC's Tuition Fees, Refunds, and Compensation Policy by accepting these terms and conditions. Additionally, you commit to paying any payments due to the College on schedule and in compliance with the established payment conditions.

10.5.1 Payment Plans and Instalments

Self-funded students, including overseas students, have the option to pay their fees in instalments

throughout the year, subject to approval from the MCC Finance Committee. The payment schedule will be outlined in the Confirmation of Acceptance of Studies Letter.

10.6 Changes to the Tuition Fee

In the event that MCC makes the decision to raise its tuition fees, it will take into consideration the Tuition Fees, Refunds, and Compensation Policy. In the event that the fees are raised, students who have already paid them will not be required to pay any additional fees.

10.7 Non-payment

Payment of tuition fees must be made in line with the agreed payment schedule. If fees are not paid on time, this may lead to consequences such as suspension or termination of enrolment, restricted access to MCC facilities and services, referral to credit agencies, and, where applicable, investigation by Student Finance England (SFE).

If fees remain unpaid by the end of a student's programme, MCC will take steps to recover the outstanding balance in line with the terms of the enrolment process. Throughout this process, the student's wellbeing will remain a priority, and support will be available where needed, including referral to appropriate MCC support staff.

Outstanding fees may result in students being denied access to classes, assessments, and examinations. Students who successfully complete their course will not receive their certificate or award until all fees owed to MCC have been paid in full.

At the end of their studies, any student with outstanding fees will be required to agree to a repayment plan. Certificates or awards will be issued only once all payments have been settled. In cases where fees remain unpaid, MCC may take legal action to recover the debt. Any costs incurred by MCC during this process will be added to the total amount owed.

11 Complaints

MCC has established clear policies outlining the process for making complaints. If you are a student, you have the option to file a complaint or appeal regarding the handling of your application, concerns about your programme, as per the MCC Complaints Policy.

If your complaint cannot be resolved through the procedures outlined above, you may have the option to seek an external review from the Office of the Independent Adjudicator for Higher Education (OIA). Their website, www.oiahe.org.uk provides more information on this process, but please note that it is only available to registered students.

12 Withdrawal or Termination of Study

12.1 If you wish to withdraw

You have the option to cancel your admission with MCC and withdraw from the course within a 14-day cooling off period without facing any repercussions. If you want to withdraw from the programme after the cooling off period, please send an email to admissions@magnacartcollege.ac.uk stating your reasons for withdrawal. Once MCC has received your email regarding your decision to withdraw from your academic programme, we will proceed with the necessary steps to terminate your studies.

12.2 Termination by the College

If any of the following applies your admission may be terminated by:

- The information you have provided about yourself is inaccurate or misleading.
- You have an outstanding balance with MCC.
- You have violated an important policy, such as the Student Code of Conduct, Student Disciplinary Policy, Assessment Policy, or Attendance and Engagement Policy.
- You have been convicted of a criminal offence that is relevant to the situation
- You are deemed to pose a risk to the safety of others or yourself.

Note: When poor attendance and lack of engagement results in withdrawal from the course, as per the MCC Attendance and Engagement Policy, students will be notified of inadequate attendance and participation through warning notices via email prior to withdrawal.

12.3 Appeals against termination

If you want to make an appeal against a decision made by MCC to terminate your admission, please refer to the Student Discipline Policy or Complaints Policy for the appropriate appeals procedures to follow.

12.4 Automatic termination (Failure to re-enrol)

Re-enrolling on your course at the beginning of each academic year is a mandatory requirement (if your course lasts longer than one year). If you do not re-enrol by the provided deadline, your admission with MCC will end automatically.

13 Suspension

13.1 Suspension Due to Academic Misconduct

If you engage in misconduct, such as plagiarism or collusion, you may face suspension from the

course instead of being withdrawn. Suspension may occur during the investigation of an academic misconduct allegation.

13.2 Appeal against Suspension

Please consult the MCC Student Discipline and Academic Misconduct Policies for guidance on the process of appealing a decision for suspension.

14 Data Protection

MCC will collect, store, and analyse personal data pertaining to you in order to fulfil its obligations to you as outlined in these Terms and Conditions. MCC's Data Protection Policy and Data Protection Guidelines provide clear guidance for staff, students, and others involved in processing personal data on behalf of MCC. These guidelines ensure that everyone understands their rights and responsibilities when handling any personal data, including situations where students are processing personal data as part of their studies.

Our website carries the MCC Data Privacy Notice and Consent Policy, www.magnacartacollege.ac.uk which guarantees our adherence to the General Data Protection Regulations (GDPR) implemented on 25 May 2018. Prior to accepting an offer to study at MCC, it is advisable to familiarise yourself with the following information.

- Your personal data may need to be shared with government bodies, including the Higher Education Statistics Agency (HESA).
- MCC may also be required to share your information with Student Finance England (SFE) if you are receiving a student loan.

14.1 Right of access

You are entitled to access any personal data we hold about you at MCC.

14.2 Intellectual Property

Upon enrolling in a course, students acknowledge that any intellectual property related to their studies becomes the property of MCC. You have the option to request the transfer of intellectual property back to you by emailing MCC on admissions@magnacartacollege.ac.uk

15 Events beyond the control of the parties

15.1 Force majeure - Events beyond the control of the student

A Force Majeure Event refers to an occurrence that is beyond one's control. Possible events that

could occur are fires, floods, storms, wars, riots, civil unrest, acts of terrorism, strikes, industrial disputes, outbreaks of epidemics or pandemics, and failures of electricity or other utility or transportation services.

15.2 Informing MCC

If you are unable to fulfil your obligations as outlined in these terms and conditions due to circumstances beyond your control, it is necessary to promptly provide a written explanation to MCC. In the event of a force majeure, MCC will notify you promptly of any necessary closure.

15.3 Continuing force majeure

If a force majeure event persists for over 90 days, you have the option to terminate your admission in writing without incurring any penalties. Additionally, you are entitled to claim a refund for any services that have not yet been provided.

15.4 Withdrawal of services

Unforeseen circumstances may arise that are beyond our control, leading to the closure of MCC. These could encompass various issues such as health and safety considerations or the need for maintenance and repairs. If necessary, MCC will strive to promptly notify and assist students in the event of a temporary withdrawal of services.

16 Other Terms

16.1 Liability of MCC

These Terms and Conditions will not limit the liability of MCC in cases of fraud, wilful deceit, death, or personal injury resulting from the negligence of MCC.

16.2 Jurisdiction

These terms and conditions solely pertain to the MCC educational and related services we offer. Our operations are subject to the legal framework of England and Wales. The student and MCC acknowledge that the Courts of England and Wales have complete and sole jurisdiction over these terms and conditions.

16.3 Consumer rights

We have made sure to use straightforward language so that these terms and conditions are easily comprehensible and unambiguous. Your rights under the law remain unchanged by these terms and conditions. If you're looking for independent advice, you can reach out to the National Union of

Students⁷ or the Citizens Advice Bureau⁸.

16.4 Changes to the Terms and Conditions, Policies and updates

Any modifications to these Terms and Conditions must be agreed upon in writing and approved by both you and MCC before they can be implemented.

All of MCC's rules, including these terms and conditions, are posted on the website, and MCC takes every attempt to put them there. The MCC policies undergo annual reviews, however they may be revised at any given time, subject to MCC's Executive Management's decisions.

You will receive notification of any updates to policies that may affect these terms and conditions.

16.5 Interpretation

Any prior agreements that may have existed between you and MCC are null and void, and these terms and conditions take precedence over them.

⁷ <https://www.nus.org.uk/>

⁸ <https://www.citizensadvice.org.uk/>