



Version Control Statement

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1 Introduction

1.1 Welcome to the Futureworks Terms and Conditions for Undergraduate Students ("Terms"). These Terms constitute a legal agreement between you and Futureworks. It governs your application for, acceptance to, and enrolment on the educational programmes offered by us. These Terms apply to students who are applying for or are enrolled onto programmes delivered by Futureworks in the 2026/27 academic year and they apply to the duration of your programme of study.

2 Definitions

2.1 **Futureworks Training Limited ("Futureworks", "we", "us", "our"):** Refers to the higher education provider, Futureworks, operating in the United Kingdom. The term encompasses the institution's academic programmes, services, facilities, and resources offered to students for the purposes of education.

2.2 **You:** The term "you" pertains to any student of Futureworks on acceptance of an offer to study at with us.

2.3 **Key Contract Documents:** Denotes the essential and legally binding documents that govern the relationship between the student and Futureworks.

3 This Contract

3.1 This agreement is established between you and us. No individual other than the parties mentioned in these Terms shall possess the authority to enforce any of the terms within this Contract. Each segment of these Terms functions independently. Should any court or pertinent authority declare any portion as unlawful, the remaining sections will continue to be fully operational.





- 3.2 Should we choose not to emphasise your compliance with any of your obligations outlined in these Terms, or if we refrain from exercising our rights against you, or if we experience a delay in doing so, such actions will not indicate a relinquishment of our rights or your exemption from fulfilling those obligations.
- 3.3 This Contract shall not be construed as an alteration to Futureworks' constitutional instruments, articles, or associated constitutional documents. Our Contract, along with the Key Contract Documents, shall be subject to English law.
- 3.4 Both parties, you, and we, hereby consent to the non-exclusive authority of the English courts in relation to any claims

4 Nature of the Contract and Contractual Documentation

- 4.1 It is important that you read these Terms as well as the [Academic Regulations](#) for your Programme carefully, as well as familiarising yourself with the policies and procedures referenced, before applying for any of our programmes, prior to accepting our offer, and again before enrolling with us. Please ensure you understand each provision. The aim is to make these Terms clear, fair, and easy to understand, but if you have any questions, please contact us at admissions@futureworks.ac.uk.
- 4.2 The Contract between you and Futureworks is formed when you accept our offer of a place, though to commence your programme of study you may need to satisfy certain conditions or requirements, as notified to you during the admissions process (see [Student Recruitment & Admissions Policy](#)). You will also need to enrol with us. Once you have enrolled you will be registered for the duration of your programme, but you will still need to re-enrol each academic year. During enrolment you will be reminded that these Terms and Conditions apply to the duration of your studies and time with us.
- 4.3 Your Student Contract is made up of several Key Contract Documents, namely these Terms and Conditions, your offer email and the pre-contract information provided. In addition, you must





adhere to the current Academic Regulations for your programme, a copy of which can be found [here](#). Upon acceptance of an offer from Futureworks, a contract will be formed between you and Futureworks. As a result, you will be deemed to have agreed to be bound by these Terms. The Academic Regulations, alongside these Terms, define the basis of the academic relationship between you and Futureworks and the Open University as the awarding body.

5 Admissions/Enrolment Requirements

- 5.1 By accepting the offer of a place at Futureworks you confirm and declare that the information you have provided in support of your admission to and enrolment with Futureworks is accurate and complete to the best of your knowledge. Any offer of a place made to you by Futureworks is made on the basis that in accepting the offer you agree to these Terms and Conditions, which form part of the contract between you and Futureworks. It is your responsibility to make sure that all the information you provide to us is accurate and true. If your application contains inaccurate material or fraudulent information, or significant information is omitted, Futureworks has the right to withdraw the offer made to you or to withdraw you from the course if the course has begun.
- 5.2 Once you have applied for a place on one of Futureworks' programmes, you may receive an email offering you a place. Your offer may be conditional or unconditional, and you will need to carefully read your offer email to see if and what conditions will apply to you. If you need to satisfy any conditions, you may need to fulfil these before a set date or on an ongoing basis. If you do not meet any such requirements, we may (as applicable) withdraw your offer, terminate the Contract, or defer your application or entry to the next academic year or another start date within the academic calendar. For more information see the [Student Recruitment & Admissions Policy](#).
- 5.3 Please note that Futureworks may make you an unconditional offer on academic grounds but your offer and enrolment at Futureworks will remain subject to any non-academic conditions





set, such as meeting immigration requirements. These are outlined in the [Student Recruitment & Admissions Policy](#).

- 5.4 You may defer the start of your programme for one year; however, the Terms & Conditions may change before your programme begins. You will be issued with the updated Terms & Conditions at the start of the recruitment cycle for the year to which you have deferred entry. For example, if you accept an offer in August 2026 and inform us that you wish to defer the start of your programme until September 2027, the Terms & Conditions for 2027 entry will apply. To discuss deferral please contact admissions@futureworks.ac.uk
- 5.5 Futureworks is committed to making reasonable adjustments to support students with disabilities or additional needs, in accordance with the Equality Act 2010. You can notify us of any disability or support requirements at any time. Early disclosure helps us implement adjustments promptly, but your entitlement to reasonable adjustments is not affected by when you disclose. We may ask for relevant information or assessments to ensure appropriate support is provided. In the rare circumstances, following assessment, that it is not possible for Futureworks to be able to satisfactorily meet your support needs, you may withdraw from the contract without penalty and any fees already paid will be refunded.
- 5.6 Futureworks requires all students to provide proof of identity and qualifications at the point of enrolment. Further detail can be found in the [Student Recruitment & Admissions Policy](#), or to discuss this further please contact Student Services at student.services@futureworks.ac.uk
- 5.7 Any applicant who declares on their application their area of permanent residence, residential category, country of birth or nationality as not being the United Kingdom will be required to provide their UKVI share code so that we are able to verify residency status and UK fee eligibility.
- 5.8 You are required to provide information which could affect your immigration status on the basis that Futureworks has a legal obligation to ensure that all applicants comply with UK immigration and visa requirements. To discuss this further please contact admissions@futureworks.ac.uk





5.9 You are required to disclose any relevant unspent criminal convictions at the point you are offered a place at Futureworks. You are also required to notify us if you are convicted of a criminal offence after accepting an offer to study at Futureworks but before commencing your studies, or at any time during your studies.

6 International Students

6.1 Where you require immigration permission to study in the UK Futureworks must ensure that you meet all additional criteria in compliance with our Student Sponsor License. These requirements will be considered during the admissions process, which will involve financial checks and a credibility interview. Your place will not be confirmed unless immigration requirements have been satisfied. If, during your studies, your immigration status changes, you must inform us. For more information see our [Student Recruitment & Admissions Policy](#).

6.2 For international students 50% of first-year fees must be paid before a Confirmation of Acceptance for Studies (CAS) is issued and 100% of annual fees must be paid before the start of each academic year or else enrolment will not be permitted. There are no payment plans available. Non-payment can lead to loss of sponsorship and potential visa consequences. For more information see our [Tuition Fee Policy](#).

6.3 International students may be eligible for refunds on withdrawal in accordance with the [Refund and Compensation Policy](#). Refunds require evidence of return to your home country. Futureworks will notify UKVI should you withdraw or interrupt your studies.

6.4 International students must consider the visa implications should they wish to withdraw or interrupt their studies. Where sponsorship is withdrawn following non-enrolment or withdrawal, this may affect visa status; Student Services will advise and signpost immigration guidance. For more information contact Student Services at student.services@futureworks.ac.uk





7 Tuition fees and additional costs

- 7.1 The fees quoted on the [Fees and Funding](#) page are the tuition fees for each programme. These cover the core elements of your programme such as scheduled course tuition, student support, use of equipment and facilities required for the completion of the course, induction and enrolment activities, assessment and marking of work, access to Futureworks' learning resources. For more information see our [Tuition Fee Policy](#).
- 7.2 The tuition fees quoted on our website are for one year of study. Tuition fees for subsequent years may change. The annual increase for regulated fees for UK/EU students cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant academic year. Normally the UK government gives prior warning of any changes to regulated fees. We will publish fee changes on our [Fees and Funding page](#) in advance of the relevant academic year. Please see our [Tuition Fee Policy](#) for further details.
- 7.3 Our [Tuition Fee Policy](#) sets out the arrangements for the payment of tuition fees and the actions Futureworks may take if you fail to pay the tuition fees. Tuition fees are relevant to you as a student regardless of whether you are paying them yourself, whether a third party is paying them on your behalf or whether you obtain a loan from the Student Loans Company.
- 7.4 If you fail to pay tuition fees or additional academic charges when they are due or fail to make payments under an agreed payment plan, Futureworks may impose sanctions including:
- Suspension of your access to on-site facilities, such as the LRC, studios and computers
 - Suspension of your access to course delivery, including lectures, seminars, workshops, and practical sessions
 - Termination of enrolment and withdrawal from Futureworks
 - Refusal to re-enrol you on the next year of your course
 - Withholding of final Futureworks certificate





- Denial of access to Futureworks graduation ceremony

8 Additional costs

8.1 Some programmes have additional costs to cover items such as optional study trips, specialist materials and/or equipment and the price for these is not included in the tuition fees. Details of any additional costs are listed separately in your Course Information document, which is attached to your offer email and also on the relevant course page on our website. Futureworks does not charge for resits; however, should you need to repeat modules you will be charged a fee for that module. For more information see our [Tuition Fee Policy](#).

9 Relationship with Open University

- 9.1 Futureworks has established a collaborative partnership with the Open University (OU) to offer courses that are rigorously designed and delivered by Futureworks, while the OU is responsible for awarding the degrees upon successful completion of the programmes. This partnership ensures that students benefit from Futureworks' specialised teaching methods and industry-oriented approach, combined with the academic excellence and validation processes upheld by the Open University.
- 9.2 Under this arrangement, Futureworks retains the authority to deliver the courses, manage the curriculum, provide student support, and facilitate day-to-day operations. The OU's role primarily encompasses quality assurance, overseeing academic standards, and conferring awards to students.
- 9.3 It is important for students to understand that while Futureworks is the primary provider of the educational experience, the OU's validation lends the programmes their academic credibility and recognition. As a result, students who successfully complete their chosen program will receive a degree awarded by the OU, reflecting the ambitious standards and academic rigor associated with the OU's reputable educational offerings.





10 Key Policy Provisions

10.1 Key provisions of the Policies of which you should be aware include:

10.2 **Academic misconduct** – Students are expected to adhere to the required standards of academic integrity. Breach of these standards may result in disciplinary action and the imposition of academic penalties and/or expulsion. Further guidance about [academic misconduct](#) can be found in the [Academic Regulations](#) and Academic Integrity Policy & Academic Misconduct Procedure.

10.3 **Failure to pay tuition fees** - the rules regarding payment of sums due to Futureworks, can be found in the Futureworks [Tuition Fee Policy](#). If you do not pay tuition fees or additional academic charges that you owe to us, we reserve the right to withdraw services and/or your right to use the facilities where it is necessary and proportionate to do so. Additionally you could be withdrawn from your programme of study and prevented from enrolling in future years. In deciding whether to do so, we will consider all the circumstances of your case. We also reserve the right to use debt collection agencies if required and you should be aware that if this happens this could affect your credit rating.

10.4 **Standards of Behaviour** – Students are expected to adhere to the standards of behaviour outlined in our [Regulations for the Conduct of Students](#). Failure to comply with these standards may result in disciplinary action and could result in termination of your contract with Futureworks and withdrawal from your programme of study. Further details can be found in the [Regulations for the Conduct of Students](#).

10.5 **Fitness to study** – Futureworks is committed to supporting students who face difficult circumstances during their studies. The [Fitness to Study Procedure](#) describes the steps we may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. You agree to engage with our Fitness to Study procedure if requested.





- 10.6 **Refunds** - refunds due to overpayment will be considered on a case-by-case basis as described in the [Refund and Compensation Policy](#).
- 10.7 **Student attendance and engagement** – You should engage with all aspects of your programme of study, subject to any authorised absences. Failure to do so may lead to action taken under the [Student Attendance and Engagement policy](#). Student Services will take steps to re-engage you. Failure to comply with re-engagement without good cause will result in action being taken, which may include termination of this contract and withdrawal from the programme of study.
- 10.8 For students on a Student Route Visa, Futureworks is required to monitor key contact points. Absence from key contact points will result in action being taken to re-engage by Student Services and Academic Registry as set out in the [Student Attendance and Engagement Policy](#). Failure to re-engage will result in withdrawal of sponsorship.
- 10.9 **Academic Regulations** - To progress to the next level of study you must meet all academic requirements outlined in the [Academic Regulations](#), module and programme specifications, and programme handbook
- 10.10 **Complaints and academic appeals** - We have a [Student Complaints Policy](#) as well as an [Academic Appeals Policy](#), which you can use to raise a complaint or academic appeal. You will also be provided with the opportunity to refer a complaint or academic appeal to The Open University as the awarding body if you have exhausted our internal procedures and remain dissatisfied. Alongside this, you will also be able to refer matters to the Office of Independent Adjudicator (OIA) if you remain dissatisfied with the outcome of the complaints or academic appeals processes of Futureworks and/or The Open University
- 10.11 **Acceptable IT use** - Futureworks has an [IT Acceptable Usage policy](#) in place setting out what is expected in relation to acceptable IT use. It is the expectation that you will use this facility in good faith and in a manner promoting safe, lawful and fair use. Internet traffic will be monitored by IT staff and misuse flagged for investigation. Failure to comply with the standards set out in this Policy could result in disciplinary action including termination of your contract and





withdrawal from your programme of study. Further details can be found in our [IT Acceptable Usage Policy](#).

10.12 Health and safety compliance - Students must comply with all health and safety policies and procedures while on Futureworks' premises or participating in any Futureworks activities. This includes following safety instructions and reporting any hazards or incidents. Failure to comply with health and safety requirements may result in disciplinary action, including termination of your contract and withdrawal from your programme of study. For more information, please refer to the [Health and Safety Policy](#)

10.13 Relevant unspent criminal convictions - Any offer made by Futureworks is conditional upon the applicant completing a criminal convictions declaration (where required) and Futureworks determining, through its risk assessment process, that any identified risks can be reasonably mitigated. Futureworks reserves the right to withdraw an offer where risks cannot be appropriately managed. All disclosures are assessed on a case-by-case basis, and where appropriate, reasonable and proportionate mitigations will be considered to ensure the safety and wellbeing of the Futureworks community. Students must declare any relevant unspent conviction received during study. This includes Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom). For more information see our [Criminal Convictions Policy](#).

10.14 Safeguarding and Prevent - Futureworks is committed to safeguarding the welfare of all students. Information may be shared with relevant authorities in certain circumstances to ensure the safety and wellbeing of students. For more details, please refer to the [Safeguarding Policy & Procedure](#) and the [Prevent Policy & Procedure](#).

In line with the Prevent Duty, Futureworks works to prevent individuals from being drawn into terrorism. This includes monitoring and reporting any concerns related to radicalisation. For more details, please refer to the [Prevent Policy & Procedure](#).





10.15 Harassment and Sexual Misconduct – It is important to us that everyone at Futureworks has a sense of belonging, feels safe and can always expect respect. Any form of harassment or sexual misconduct is unacceptable and we will continue to work to prevent and respond to any incidents. Students and staff are expected to engage with training to engender a shared understanding of harassment and sexual misconduct and how to report any incidents. For more information see our [website](#)

10.16 Contact details - It is your responsibility to inform us immediately of any changes to your contact details to prevent any miscommunication or loss of critical information. We shall not be held liable for any loss incurred due to your failure to notify us of any changes.

10.17 Communication - Once you have enrolled, we may contact you for various reasons such as in relation to timetables, assessments, absences and will do so using your Futureworks email address. As such you should ensure you check this regularly to prevent missing important information.

11 How we may end the Contract

11.1 We may end the Contract on notice to you (such notice as may be appropriate having followed any relevant policies or procedures or, where the circumstances dictate, with immediate notice) in the following circumstances:

11.1.1 if you have provided false, inaccurate, incomplete and/or misleading information to us in your application as outlined in our [Student Recruitment & Admissions Policy](#).

11.1.2 If you fail to meet the conditions of any offer made to you as outlined in our [Student Recruitment & Admissions Policy](#).

11.1.3 If you fail to comply with your obligations under our Contract if you are an international student and fail to comply with the requirements of your visa or our circumstances





change so that you no longer have permission to remain in the UK. See our [Student Attendance & Engagement Policy](#).

If you fail to enrol or re-enrol for your course within the required timescale.

If you fail to comply with the expected standards of behaviour in line with the [Regulations for the Conduct of Students](#), or following a withdrawal decision made under the Student Disciplinary Procedure in these Regulations, subject to your right to appeal under this Procedure.

If you fail to meet the minimum academic and/ or professional performance requirements that are set out in the [Academic Regulations](#).

11.1.4 if you do not pay your fees by the specified due date for payment (see our [Tuition Fee Policy](#)).

11.1.5 if you cancel (under these Terms) or withdraw from Futureworks.

11.1.6 If you fail to comply with a re-engagement plan as detailed in the [Student Attendance & Engagement Policy](#). If you fail to adhere to the expected standards of academic integrity in line with the Academic Integrity Policy & Academic Misconduct Procedure

11.1.7 If you fail to comply with health and safety policies and procedures in accordance with our [Health and Safety Policy](#).

11.1.8 if you fail to declare a relevant unspent criminal conviction or provide incorrect or falsified information or omitted or misrepresented information in relation to a criminal conviction in line with our [Criminal Convictions Policy](#).

11.1.9 if you disclose an unspent criminal conviction and we consider that the risk to the community is significant even after any mitigations have been put in place to safeguard others in line with our Criminal Convictions policy.





11.1.10 if you fail to disclose that you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course.

11.1.11 if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study in line with our [Fitness to Study Policy](#)

if you fail to comply with the standards expected in relation to acceptable IT use in line with our [IT Acceptable Usage Policy](#).

12 How you may end our Contract

12.1 You have the right to cancel the Contract under The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 calendar days from the day you accept your offer without the need to provide any reason. If you wish to cancel the Contract, please email admissions@futureworks.ac.uk

12.2 You may withdraw from the Contract without penalty in the event that Futureworks is unable to satisfactorily meet any support needs identified by way of formal assessment following disclosure of any disability or support requirements.

12.3 You have a right to withdraw from your programme after enrolment. If you do so within 14 days of your programme start date, you will not be liable for any tuition fees incurred. Outside of this 14-day period, depending on when you withdraw, you will be liable for the payment of tuition fees, on a sliding scale, as set out in the Futureworks [Tuition Fee Policy](#). If you wish to withdraw, please contact student.services@futureworks.ac.uk Where you have applied via the Universities and Colleges Admissions Service (UCAS), although we provide you with the legal right to cancel, this does not mean that we will necessarily be able to amend your status with UCAS should you decide to cancel. Please refer to UCAS for further details on how to withdraw or amend your application.





12.4 You have the right to withdraw from your programme in the event that an event outside the control of Futureworks prevents the delivery of your programme for a period of 6 weeks. Please see paragraph 13 for more details.

13 Interruption of Studies/Withdrawal

13.1 If personal circumstances prevent you from continuing with your studies, you may be able to interrupt or withdraw from your studies. Interruption means stopping your studies for that academic year and resuming your studies in the following academic year. If you interrupted in semester 1 you would recommence studies at the start of the next academic year. If you interrupted in semester 2 you would commence studies at the start of semester 2 in the following academic year. Please see the [Student Recruitment and Admissions Policy](#) for further details.

13.2 If you withdraw or suspend your studies, it may affect how many years you can secure a student loan. You may also be required to repay any maintenance loans, grants, scholarships, or bursaries that have been given to you. Please contact student.services@futureworks.ac.uk for further information, advice, and guidance.

13.3 If you withdraw from your course, you must return to us in a reasonable condition any study or learning materials and equipment you may have received from Futureworks without undue delay and no later than 14 calendar days after you inform us of the cancellation. You will be liable for the cost of returning any materials and equipment (if applicable to your programme).

13.4 If you have received any bursary or scholarship to cover your tuition fees this must also be returned to us promptly either in full or in line with the Terms and Conditions of the relevant financial support package, benefit scheme, award, bursary, or scholarship.

13.5 If you withdraw or interrupt your studies, Futureworks is required to notify the Student Loans Company to inform them, provide a reason for your withdrawal or interruption, and inform them of your fee liability, which is dependent upon when you withdrew or interrupted your





studies. Please see the [Tuition Fee policy](#) for information on fee liability in the event of interruption of studies.

13.6 There are certain circumstances in which Futureworks may suspend your registration or enrolment and/or access to facilities and premises. For example (but not limited to), pending an investigation into your conduct, or where you fail to enrol or re-enrol on time. Such suspension may be immediate pending the gathering of further information where we reasonably consider that your behaviour presents a material risk to others or yourself.

14 Reasonable policy changes

14.1 The Open University, our validating partner, awards the degrees that Futureworks delivers and therefore we are bound by their [Academic Regulations](#). The Open University may make changes to these academic regulations each year.

14.2 Futureworks reserves the right to add to, delete or make reasonable changes to its Policies where in the opinion of Futureworks this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons (but could be made for other reasons):

14.2.1 to review and update the Policies to ensure they are fit for purpose

14.2.2 to safeguard academic standards, for example, in response to external examiner feedback

14.2.3 to reflect changes in the external environment, including legal or regulatory changes

14.2.4 to reflect changes to funding or financial arrangements or changes to government policy, requirements, or guidance

14.2.5 to incorporate sector guidance or good practice

14.2.6 to reflect feedback from students





14.2.7 to aid clarity or consistency of approach

14.3 Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where Futureworks reasonably considers this to be in the interests of students or where this is required by law, a regulatory body, or in other exceptional circumstances. Futureworks will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Policies before they take effect, or by phasing in the changes, if appropriate.

14.4 The updated Policies will be made available on the Futureworks website and may be publicised by other means so that students are made aware of any changes.

15 Changes to Programme

15.1 Futureworks will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you began the course.

15.2 In certain circumstances it may be necessary for Futureworks to make reasonable changes to a course or to related educational and other services and facilities where that will enable Futureworks to deliver a better quality of educational experience to students enrolled on the course. Possible reasons for this may include (this is a non-exhaustive list):

changes in the external environment, including legal or regulatory changes;

changes required by our awarding body;

amendments required by sector guidance or good practice;

staff changes affecting the range of expertise in the teaching staff

changes resulting from quality review processes.





15.3 In making any changes, Futureworks will aim to keep the changes to the minimum necessary to achieve the required quality of experience. If Futureworks needs to make changes to your programme, whether you are already studying with us or have accepted an offer to study, we will give you as much notice as possible. We will email you detailing the proposed changes and will explain next steps in relation to seeking your consent to the changes. For minor changes, we will provide a time frame within which you should raise any issues with the proposed change. For major changes, we will contact you seeking your express consent to the change and will provide a timeframe within which you should respond. In the event of a change, we will explain the options available to you should you not consent which will include transfer to another Futureworks course, support and assistance to transfer to another provider or the opportunity to withdraw from the course without penalty. Further guidance can be found in the [Student Protection Plan](#) and the Student Transfer Policy. Information on fees, refunds and compensation in these circumstances can be found in the [Tuition Fee Policy](#) and the [Refund and Compensation Policy](#).

16 Cancellation of programme

16.1 Futureworks will always endeavour to deliver the programmes advertised and as such will only makes changes where absolutely necessary. As part of that commitment Futureworks will consider withdrawing a course of study if the number of confirmed students is lower than 5 at the beginning of the academic year, on the basis that the number of students would be such that it would not be possible to deliver an appropriate quality of education and would negatively impact the student experience. If a decision is made to withdraw a course Futureworks will act quickly to contact affected offer-holders as soon as possible and within 48 hours of the decision being taken., Futureworks will provide advice and guidance, so students are able to make informed decisions about the options available to them including other programmes at Futureworks or similar programmes at another institution. Please see [Student](#)





[Transfer Policy](#) for more details. Any fees paid will be refunded in full. Please see our [Refund and Compensation](#) policy for more information.

16.2 In the extremely unlikely event of the early closure of one of our programmes, we will seek to teach out the programme in line with our [Student Protection Plan](#). Should this not be possible, we will work with you to try to secure a transfer to a suitable alternative provider offering an equivalent programme. Please see our [Refund and Compensation policy](#) for further detail on this and the payment of fees in such an event. In the event that an alternative provider cannot be found, the remainder of any unpaid tuition fees will not be due and any refunds will be dealt with in line with our [Refund and Compensation policy](#).

17 Events outside Futureworks' control and industrial action

17.1 Sometimes circumstances beyond the reasonable control of Futureworks which could not have been prevented even if Futureworks had taken reasonable care ("Events Outside of Our Control") mean that Futureworks is prevented from, hindered, or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

17.2 Examples of events outside of our control include (but are not limited to):

- industrial action by third parties.
- the unanticipated and/or unavoidable absence or departure of key members of staff
- power failure
- acts of terrorism
- pandemics, epidemics, and other threats to public health
- Fire
- severe weather conditions
- natural disasters
- political or civil unrest





- damage, interruption, or lack of access to buildings, facilities, or equipment
- the acts or delays of any governmental or local authority
- legal or regulatory changes, including changes to government guidance; and/ or
- withdrawal by any government or local authority of any necessary licence.

17.3 Where events outside of our control occur, Futureworks will notify you that the events have occurred, we will take all reasonable steps to minimise the resultant disruption to those students who are affected and will endeavour to provide reasonable alternative arrangements so you are able to continue with your studies, by, for example:

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

17.4 In circumstances where we are impacted by industrial disputes by Futureworks staff, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. We will work with staff and the Unions to seek a resolution to any such disputes.

17.5 Provided that we have taken all reasonable steps to mitigate the impact of any industrial dispute or other circumstance outside our reasonable control we will not have any liability to you for any failure to provide services to you.





17.6 If any circumstance outside our reasonable control results in the complete inability to deliver your programme of study for a continued period of 6 weeks or more, then you will be entitled to:

- interrupt your studies, if you are currently enrolled on your programme of study; or
- terminate your contract with Futureworks with immediate effect by contacting the Head of Student Services by email at student.services@futureworks.ac.uk or in writing.

17.7 When we refer to ‘interrupting your studies’, we mean temporarily stopping your studies with Futureworks. See our [Withdrawal and Interruption of Studies Policy](#).

17.8 When we refer to ‘terminating your contract’, we mean ending your enrolment to study with Futureworks. See our [Withdrawal and Interruption of Studies Policy](#).

If you terminate your contract with us as described in paragraph 17.6, or if you are not satisfied with any such steps to mitigate the disruption caused by events outside our control you may terminate your contract without penalty. In doing so you may be entitled to a full or partial refund of any tuition fees you have paid and/or compensation depending on the circumstances. Please see the [Student Protection Plan](#) and the [Refund and Compensation](#) policy for further details.

18 Complaints and Appeals

18.1 We have a [Student Complaints Policy](#) as well as an [Academic Appeals policy](#) which you can use to raise a complaint or academic appeal. You will also be provided with the opportunity to refer a complaint or academic appeal to the OU as the awarding body if you have exhausted our internal procedures and remain dissatisfied. Alongside this, you will also be able to refer matters to the Office of the Independent Adjudicator (OIA) if you remain dissatisfied with the outcome of the complaints or appeals processes of Futureworks and/or the Open University.





19 Data protection

19.1 Futureworks is registered as a Data Controller with the Information Commissioner's Office. We will hold and process your personal data including some special category data. Your data will be processed in accordance with our [Privacy Notice for Students](#) and our [Appropriate Policy Document](#). Further information about how we will use the personal information you provide to us can be found on the Privacy Policy page of our website <https://futureworks.ac.uk/privacy-policy/>

19.2 You have certain rights in relation to your personal data. Your rights are set out in our privacy notice to students, you will also find useful contact details should you wish to exercise them. Please note that you are responsible for providing Futureworks with up-to-date contact details and for maintaining the accuracy of this information whilst studying with Futureworks.

20 Intellectual Property

20.1 All assignments, projects, and other academic work you submit as part of your coursework shall remain your intellectual property. However, by submitting your work you grant Futureworks a non-exclusive, royalty-free license to use, reproduce, and distribute the material for educational and research purposes. Futureworks may also use excerpts or summaries of your work for marketing and promotional purposes, provided that your identity is anonymized unless explicit written consent is obtained from you. Futureworks agrees not to sell or commercially exploit your work without prior written consent from you.

21 Licence Agreement

21.1 During the course of your studies you may be granted access to work with video footage ("Footage"), which Futureworks has been permitted to use for the purposes of education but for which we may not own the Intellectual Property Rights (IP). You may be required to sign a license agreement that grants you limited, non-exclusive, non-transferable, revocable license





to use the Footage, as provided by your tutor, solely in connection with classroom instruction, projects and assignments. All Footage remains the exclusive property of the original holder of the IP, including any additions, adaptations, revisions or modifications made to the Footage by you, and you will have no right, title or interest to the Footage, except for the limited use rights provided in the licence agreement.

22 How we are regulated

22.1 Futureworks is regulated by the Office for Students (OfS). The OfS is the independent regulator of higher education in England. More information on the role of the OfS and its regulatory framework can be found at <http://www.officeforstudents.org.uk>.

22.2 All higher education providers registered with the OfS must have a Student Protection Plan in place. The student protection plan sets out what students can expect to happen should a course, campus, or institution close. Our current Student Protection Plan can be accessed [here](#). Where there is any conflict between these Terms and the Student Protection Plan, the Student Protection Plan will take priority in considering any issue relevant to it. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

