

Undergraduate Student Terms and Conditions 2024/25

1. Definitions

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.

- **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.
- **You:** The term "you" pertains to any individual, student, applicant, or user who engages with Futureworks, including but not limited to enrolled students, prospective students, website visitors, and other stakeholders interacting with Futureworks' offerings and services.
- **Key Contract Documents:** Denotes the essential and legally binding documents that govern the relationship between the student and Futureworks.
- **Cancellation Period:** The defined period within which a student is eligible to cancel their enrolment at Futureworks without incurring any penalties.

2. This Contract

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.

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.

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 subjected to English law.

Both parties, you, and we, hereby consent to the non-exclusive authority of the English courts in relation to any claims.

3. Terms and conditions

It is important that you read these Terms, and all documents referred to in it, carefully 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.



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.

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. 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 of the Terms and Conditions that apply to your studies and time with us.

Once you have applied for a place on one of Futureworks' programmes, you may receive a letter offering you a place. Your offer may be conditional or unconditional, and you will need to carefully read your offer letter 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.

Please note that Futureworks may make you an unconditional offer on academic grounds but your offer and enrolment at Futureworks will remain subject to you meeting any non-academic conditions. Futureworks may update its entry criteria year on year so there may be a change in admission requirements for future applications.

Futureworks will make reasonable adjustments to accommodate individual needs. Notification of disability and/or support requirements early in the recruitment process enables Futureworks to engage with you and discuss your support needs more effectively. Futureworks will aim to make reasonable adjustments needed for you to complete your course and we are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by Futureworks.

Futureworks requires all students to provide proof of identity and qualifications at the point of enrolment. Proof of identification may be in the form of a valid and in-date passport, driving license, or a birth certificate accompanied by another official form of photographic ID. If you are uncertain what qualifies as identification, please contact admissions@futureworks.ac.uk

Any applicant who declares on their application either their area of permanent residence, residential category, country of birth or nationality as not being the United Kingdom will be required to provide evidence of their legal right to study in the UK. Any applicant who declares settled or pre-settled status on their application will be required to provide evidence of their leave to remain and/or settled status.

Both of the above will be required at the point of application, and applications are not able to be processed without the Futureworks admissions team receiving this evidence.



Your Student Contract is made up of several Key Contract Documents. By accepting the Terms and Conditions of this Agreement you also agree to the terms and conditions set out in the following documents:

- The Important Information for Offer Holders
- Your Offer Letter, and any other document referred to within.
- [Tuition Fee Policy 2024/25](#)
- [Student Complaints Process](#)
- [Regulations for the Conduct of Students 2023/24](#)
- [Academic Regulations 2024/2025](#)
- [Academic Integrity Policy and Procedure for Academic Misconduct 2024/2025](#)
- [Fitness to Study Procedure](#)

Relationship with UCLan (University of Central Lancashire)

Futureworks has established a collaborative partnership with the University of Central Lancashire (UCLan) to offer courses that are rigorously designed and delivered by Futureworks, while UCLan is responsible for awarding the degrees upon successful completion of the programs. 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 UCLan.

Under this arrangement, Futureworks retains the authority to deliver the courses, manage the curriculum, provide student support, and facilitate day-to-day operations. UCLan's role primarily encompasses quality assurance, overseeing academic standards, and conferring awards to students.

It is important for students to understand that while Futureworks is the primary provider of the educational experience, UCLan's validation lends the programs their academic credibility and recognition. As a result, students who successfully complete their chosen program will receive a degree awarded by the University of Central Lancashire, reflecting the ambitious standards and academic rigor associated with UCLan's reputable educational offerings.

Key Policy Provisions

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

- a) the rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be found in the Academic Regulations ([academic-regulations-2425](#) (uclan.ac.uk)) and The Academic Integrity Policy and Procedure for Academic Misconduct ([academic-integrity-policy-2425](#) (uclan.ac.uk))
- b) the rules regarding payment of sums due to Futureworks, which can be found in the [Tuition Fee Policy](#). If you do not pay money 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. In deciding whether to do so, we will consider all the circumstances of your case
- c) the [Fitness to Study Procedure](#) which 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 will only be able to enrol with us if you meet both the academic and non-academic admission requirements. It is your responsibility to inform us immediately of any changes to your contact details, including your Futureworks email address, 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.

How we may end our Contract

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

1. us becoming aware that information you have provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading
2. you failing to meet the conditions of any offer made to you. Futureworks may also withdraw or amend an offer at any time up until you accept it or terminate after acceptance if it comes to our attention that your application contained incorrect or missing or misleading information
3. your circumstances change so that you no longer meet the admission requirements, your programme specific requirements or those of a relevant professional, statutory, or regulatory body
4. you failing to comply with your obligations under our Contract or breach by you of our regulations, policies, procedures and/or codes or the specific requirements of your programme
5. you failing to comply with requests for information, to make declarations and/or to meet specific requirements or conditions of your programme as specified in the Offer Letter or Key Facts document
6. your circumstances changing so that you no longer have permission to remain in the UK
7. you failing to meet the requirements to register/ enrol for your programme or failing to re-enrol in subsequent years within the required timescale
8. following disciplinary action or following a withdrawal decision made under our [Academic Regulations](#) subject to your right to appeal under this procedure
9. you failing to meet the minimum academic and/ or professional performance requirements that are set out in the [Academic Regulations](#) and other applicable regulatory documents or because of a decision taken under our [Student Engagement Policy](#)
10. if you do not pay your Fees by the specified due date for payment
11. if you cancel (under these Terms) or withdraw from Futureworks
12. where we assess that your behaviour presents such a material risk to the health, safety, or welfare of either yourself or other students/staff of Futureworks, subject to any rights of appeal you may have under our internal procedures
13. under other relevant policies and procedures where a student has failed to declare a criminal conviction (where required) or has provided incorrect or falsified information or omitted or misrepresented information
14. If you commit a relevant offence whilst you are a student, this may result in Futureworks requiring you to withdraw from your course and/or the termination of your enrolment.
15. you do not satisfy any non-academic conditions of your offer



How [you](#) may end our Contract

You have a right to withdraw from your programme. 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 as set out in the [Tuition Fee Policy](#).

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.

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).

If you have received any financial benefit, package, or scholarship 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.

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. Your leaving date will be determined by the terms and conditions set out in our [Tuition Fee Policy](#).

Reasonable changes

Futureworks reserves the right to add to, delete or make reasonable changes to the 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:

- (a) to review and update the Policies to ensure they are fit for purpose
- (b) to safeguard academic standards, for example, in response to external examiner feedback
- (c) to reflect changes in the external environment, including legal or regulatory changes
- (d) to reflect changes to funding or financial arrangements or changes to government policy, requirements, or guidance
- (e) to incorporate sector guidance or good practice
- (f) to reflect feedback from students
- (g) to aid clarity or consistency of approach

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 or 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.

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.

By applying for our programmes, accepting our offer, and enrolling with us, you acknowledge and agree to these Terms. If you do not agree with these Terms, you should not apply for, accept an offer for, or enrol in a programme.

Our Prospectus

The printed prospectus we provide aims to give a general outline of our study programmes and the student assistance offered. As it is created considerably ahead of the start of the academic year, the information it contains mirrors the state of the programmes at the point of production. For the most current details on our programmes, we urge you to frequently refer to our online prospectus, especially before applying and once more prior to accepting our offer. To maintain accurate and timely programme information, we routinely update our online prospectus.

Programme Information

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.

Futureworks will be entitled 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. Such changes may be to:

- the content and syllabus of the course
- the timetable, location, and number of classes
- the structure and/or timing of the academic year
- the method of delivery of the course, services, and facilities
- the examination and assessment process
- In making any changes, Futureworks will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If Futureworks changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the [Student Protection Plan](#).

In respect of material changes, we will take reasonable steps to obtain student consent (and, where appropriate, the consent of applicants who have accepted an offer who may be directly affected by the change), and we will inform the affected students if we implement the change(s). If our



implementation of the change causes you detriment or hardship we will, if appropriate, work with you to try to reduce the adverse effect on you. Some examples of a material change include:

- (a) A change of award or programme title
- (b) A change to the availability of, or discontinuation, of a core course unit

We will not usually consult on minor changes. Minor Changes may include the following (please note, this is a non-exhaustive list):

- (a) reasonable changes to the timetable for delivery of your programme
- (b) reasonable changes to the number of classes/ lectures and other teaching activity relating to the programme
- (c) reasonable changes to the way we make IT and library services available to you
- (d) reasonable changes to the methods by which the programme is delivered and/or assessed
- (e) reasonable variations to the content and syllabus of the programme
- (f) changes to the location of your programme teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised in our literature
- (g) additions and/or withdrawals of certain non-core modules on your programme
- (h) changes to reading lists to deal with changes in the relevant subject area relating to your programme to ensure the same remains as up to date as possible

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.

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

- a) industrial action by Futureworks staff or third parties
- b) the unanticipated and/or unavoidable absence or departure of key members of staff
- c) power failure
- d) acts of terrorism
- e) pandemics, epidemics, and other threats to public health
- f) fire
- g) severe weather conditions
- h) natural disasters
- i) political or civil unrest
- j) damage, interruption, or lack of access to buildings, facilities, or equipment
- k) the acts or delays of any governmental or local authority
- l) legal or regulatory changes, including changes to government guidance
- m) withdrawal by any government or local authority of any necessary licence; and/ or
- n) insufficient uptake of a course

Where events outside of our control occur, Futureworks will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:

- a) offering the opportunity where reasonably possible to move to another course



- b) deferring the start date for the course
- c) delivering the course in a different way, from another location or online, or at another time
- d) delivering a modified version of the same course
- e) assisting you to transfer to complete the course at another institution
- f) delivering other services and facilities in a different way, from a different location or online

If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with Futureworks and act according to the [Student Protection Plan](#). Alternatively, you may make a complaint under the Student Complaints Process.

Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, Futureworks will follow its [Student Protection Plan](#).

Where Events Outside of Our Control occur and Futureworks is unable to take steps to minimise the resultant disruption to students then neither Futureworks nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

Data protection

Futureworks is registered as a Data Controller with the Information Commissioner's Office. We will hold and process your personal data including some sensitive personal data. Your data will be processed in accordance with our [Privacy Statement](#). Further information about how we will use the personal information you provide to us can be found in the [Student Privacy Notice](#).

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.

How We Are Regulated

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 www.officeforstudents.org.uk

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.

