Terms and Conditions

(University of Plymouth Validated Programmes)

2026/27

Terms and Conditions
Sponsor: Chief Operating Officer
Version: 6.0 (August 2026)
Next review: July 2027

MLA College is committed to helping achieve the United Nations Sustainable Development Goals.
Whilst consideration has been given to the design of this document to reduce the use of printer ink and paper, please consider the environment before printing and only do so if absolutely necessary.

Version	Date Approved	Author / Owner Approving Authority	Summary of Changes	Next Review Date
1.0	July 2021	Vice-Rector	Initial Release	July 2022
2.0	July 2022	Vice-Rector	Initial Release	July 2023
3.0	July 2023	Vice-Rector	Minor edits	July 2024
4.0	July 2024	Vice-Rector (Professional Services)	Minor edits, change in sponsor Title	July 2025
5.0	July 2025	Vice-Rector (Professional Services)	Minor edits, Contents page added	July 2026
5.4	Dec 2025	Vice-Rector (Professional Services)	Wording of point, 6.4 in the T&Cs Version control added.	July 2026
6.0	August 2026	Chief Operating Officer	Minor edits, change in sponsor title	July 2027

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1. Introduction

1.1 These terms and conditions ("Terms and Conditions") represent an agreement between MLA College ("us" "we" or "our") and you ("you" or "your") for this Academic Year. By accepting your Offer (which we will require you to confirm on the enrolment form under "I accept my offer"), or by continuing your registration, you accept these Terms and Conditions in full. If you have any questions or concerns about these Terms and Conditions, you should contact us using the Contact Us link on our website before accepting the Offer. Where any words are capitalised throughout these Terms and Conditions, they shall have the meanings set out in Table 1.2.

1.2 **Table 1.2: Meanings of terms used within this document**

"Academic Year"	for the purposes of this document, this means the period for which our Programme runs. An Academic Year starts in September, January or May of any given calendar year, and may have entry points throughout this period.
"Cancellation Date"	the meaning as set out in clause 14.2.
MLA College Student Complaints Policy	means our complaints policy and procedure which can be found by accessing the links set out in Table 1.4: Document titles and locations.
"Contract"	means the agreement between you and us in relation to your studying a Programme through MLA College. These Terms and Conditions and the regulations, policies and procedures referred to in this document form the Contract.
"Fee Payment Methods"	means the payment methods set out on our website
"Offer"	means an offer of a place on a Programme.
"Programme"	means your prospective or registered programme of study with MLA College.
"Programme Fees"	means fees payable to MLA College which include, where applicable, module fees, and as indicated in the published fees on our website for the relevant Programme.
"Registration Deadline"	means the last date for online registration with us as notified to you in the Offer
"Study Session"	means a defined period allocated for the study of a specified module, or modules.
"MLA"	means MLA College Ltd (a private company, registered address: The Merchant, St Andrew Street, Plymouth, Devon, United Kingdom, PL1 2AX company number 09188277).
"Virtual Learning Environment"	means the virtual learning environment that provides you with access to your Programme materials. This includes MLA College's Total Learning Package Virtual Learning.

1.3 In addition to these Terms and Conditions, there are other regulations, policies and procedures which apply to your registration (or continuing registration) at MLA College and your Programme. Details of the regulations, policies and procedures applicable at the time of accepting these Terms and Conditions, and the location of such documents, can be found in Table 1.4: Document titles and locations. It is your responsibility to read these documents carefully as they, together with these Terms and Conditions, form the Contract between us and you. You acknowledge that you may be required to accept terms to use an external party's Virtual Learning Environment where your Programme is delivered on a third-party platform.

1.4 **Table 1.4: Document titles and locations**

Document title		Location of document
1.4.1	Student Handbook	MLA College Corporate Documents
1.4.2	Programme Quality Handbook (Including Programme Specifications and Academic regulations)	MLA College Programme Quality Handbooks
1.4.3.	University of Plymouth Academic Regulations	University of Plymouth Academic Regulations
1.4.4	MLA College Procedure for Student Complaints and Academic Appeals	MLA College Corporate Documents
1.4.5	Intellectual Property Policy statement	Clause 16.1
1.4.6	Your Data and Privacy	MLA College Corporate Documents
1.4.7	Fees Schedule	MLA College Fees & Finance
1.4.8	MLA College Refund and Compensation Policy	MLA College Corporate Documents
1.4.9	Code of Conduct	University of Plymouth Code of Conduct

1. Application

2.1 It is your responsibility to complete the application process and ensure that all the information which you provide to us is accurate and complete, and that you have not omitted any key information.

2.2 If we discover that your application contains incorrect or fraudulent information or if you are found to have omitted key information from your application, we may withdraw or amend any Offer. If such information is discovered after you have enrolled with us or after you graduate, we have the right to terminate your registration without compensating you and/or revoke any subsequent award.

2. Evidence of Qualifications

3.1 Before receiving your Offer, you will be required to provide or facilitate the provision of verified copies of your transcripts and/or certificates. Acceptable means of providing these documents and their verification will be communicated to you by email.

3.2 MLA College randomly samples and audits the authenticity of the documentation provided to us under clause 3.1. We will normally request evidence of your qualifications from the awarding body. If we do not receive evidence to our satisfaction, this may prevent us from making you an Offer.

3. Offers to a Programme

4.1 If you meet the academic requirements and any other applicable requirements for admission upon making your application to us, we will make you an Offer.

4.2 If you do not yet meet the requirements for admission upon making your application to us, you will receive an advice letter setting out any outstanding academic and/or other requirements for admission that you will need to satisfy within a timeframe set out in that letter.

4.3 Once you notify us that you have satisfied any outstanding requirements and have provided evidence that is acceptable to us, both within the timeframe set out in the advice letter, we will make you an Offer.

4.4 If you have not satisfied the outstanding requirements within the timeframe set out in the advice letter, your application and the content of the advice letter will be deemed to have expired, and you will be notified by email.

4. Changes to an offer

5.1 We may make changes to the Offer at any time before you accept it. We will inform you as soon as possible and issue an updated Offer

5. Tuition Fees, and Scholarship Offers

6.1 If you are a **new student** joining the programme for the first time, your tuition fees are set and confirmed at the point at which an offer of a place is made. The fees stated in your offer letter will remain valid, provided that you enrol and commence your studies on the agreed start date specified in your offer letter.

6.2 If you are a **new student** and have been offered a scholarship, the award is valid only for the specific term of entry stated in your offer letter. Scholarships are not transferable and may not be carried forward or applied to a subsequent term if you choose to defer your initial entry and enrolment onto the programme.

6.3 If you are a **continuing student** who is already enrolled and progressing through the programme, an interruption to your studies may result in your tuition fees being subject to change upon your return, unless you meet the conditions outlined in clause 6.4 below.

6.4 In order to retain your original tuition fee rate if you are a **continuing student** who wishes to interrupt your studies, you may request to interrupt and defer your return to the programme on up to three (3) consecutive occasions. Where this option is exercised and approved, your tuition fees will continue to be honoured at the originally stated rate until the end of your third approved deferral. Should you interrupt or defer on more than three consecutive occasions, the original tuition fee rate will no longer apply, and the tuition fees in force at the time of your subsequent re-enrolment will be payable.

6.5 MLA College reserves the right, at its sole discretion, to amend, withdraw, or place conditions upon any tuition fee offer and/or scholarship award at any time, including in circumstances where you defer, interrupt, or otherwise alter your agreed enrolment date.

6. Changes to the Programme prior to enrolment

7.1 Due to the period between publication of our scheduled programmes and your enrolment onto a programme, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the Programme. We will use reasonable efforts to ensure that changes are kept to a minimum, but if we are required to make any material changes to your Programme (as described in the Offer letter and on our website) before you enrol at MLA College, we shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change/s will adversely affect you, you may withdraw your application for the Programme or apply to another programme offered by us for which you are qualified.

7.2 **Cancellation of Programme** - We will use all reasonable efforts to deliver all our scheduled Programmes. However, if there are insufficient student numbers either to make a Programme viable or to deliver a quality student experience, we may cancel the Programme. If you have received an offer for any Programme, but we discontinue the Programme prior to your enrolment with MLA College, we will

notify you as soon as possible and, where possible, we will recommend an alternative Programme for which you are qualified. If we are unable to provide a suitable alternative Programme, or if you are unhappy with the recommended alternative Programme, you may withdraw your application and receive a full refund of fees paid to date

7. Acceptance of an Offer

8.1 If you have met all the academic and/or other requirements for admission and have received an Offer from us, you can accept the Offer by enrolling with us online by the Enrolment Deadline (normally 4 weeks prior to the start of the Programme) and paying the relevant tuition fees. If you do not enrol with us online by the Enrolment Deadline (normally 4 weeks prior to the start of the Programme), your Offer will lapse.

8. Changes to the Programme after Enrolment

9.1 Once you have enrolled as a student at MLA College, we will use our reasonable efforts to deliver your Programme as per the terms of the Contract. In circumstances where there is no material disadvantage to you, we reserve the right to make minor variations to the contents or methods of delivery of Programmes from those described on our website and in the relevant literature. These will be made to improve the quality of the educational services, to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be recorded in the updated Programme information on our website.

9.2 In circumstances where it is necessary to make a material change to your Programme (likely to have a significant impact on your studies as reasonably determined by us), we will consult with you before final decisions are made and consider your concerns. We will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your Programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund your Programme Fees paid to date.

9.3 **Discontinuing a Programme** - If we discontinue your Programme because of matters beyond our control and we are unable to complete delivery of the Programme, we will inform you as soon as is reasonably possible. In such circumstances we will endeavour to offer the Programme for a period of up to 5 years from such notification or until the last student has completed their studies, if this is sooner. If, following such notice, we are unable to offer the Programme for a period of up to 5 years or until the last student has completed their studies, if this is sooner, then we will use all reasonable efforts to transfer you to a suitable alternative Programme for which you are qualified. If we are unable to provide a suitable alternative Programme, or if you are unhappy with the recommended alternative Programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund Programme Fees paid to date.

9.4. **REFUND AND COMPENSATION POLICY -** Fees may be refunded in accordance with the MLA College Refund and Compensation Policy at Document titles and locations 1.4.8.

9. Studying on the Programme

10.1 We shall:

Deliver your Programme with reasonable care and skill and in accordance with the description applied to it in the Programme Specification for the Academic Year; and clearly set out the academic requirements for the Programme to you

10.2 You shall:

Use all efforts to fulfil the academic requirements of your Programme in accordance with the terms of the Contract, including ensuring that all work you submit is entirely your own; and ensure that you have appropriate access to a computer, internet connection, and any related requirements in line with the technical specifications of your Programme. Ensure that you actively engage in the requirements of the Programme as set out in the Total Learning Package or as required by your Personal Tutor, the Programme Manager and/or our Student Experience Team.

10.3 You acknowledge that degrees obtained by online and distance learning are not always recognised by relevant authorities such as ministries of education or regulators, including for the purposes of public sector employment or further study. You recognise that it is solely your responsibility to check the position regarding such recognition in your local context before registering for an online and distance degree.

10. Employment Whilst Studying

11.1 The amount of study effort required varies from student to student, however as an indication, the average amount of 'total student effort' expected for a 20-credit module will be around 200 hours.

11.2 Students undertaking a full-time programme must therefore provide evidence that their contractual employment commitment is no more than 15 hours per week (or equivalent), otherwise they may not meet the entry criteria and MLA may take the decision to amend an existing offer, transfer a student to a part-time equivalent (if applicable), or suspend a students' study until they meet these criteria.

11. Fee payment and payment methods

12.1 You agree to pay all fees required for your Programme. These consist of Programme Fees and any applicable charges associated with your study with us. Information in relation to Programme Fees and how to pay can be found at Document titles and locations 1.4.7. Fees are only payable in accordance with the Fee Payment Methods.

12.2 Any fees payable to external parties. are non-transferable within the same Academic Year and cannot be carried forward to subsequent Academic Years.

12.3 You acknowledge that, where applicable and in line with our fees' schedules in Document titles and locations 1.4.7, certain fees are not included in your Programme Fees and are payable to us separately, such as residential course fees. These include non-refundable fees in respect of any optional services.

12.4 Where MLA College is required to pay local taxes or charges to relevant authorities in connection with your course of study, we will add these charges to your Programme Fees.

12.5 Fees may be refunded in line with the MLA College Refund and Compensation Policy at Document titles and locations 1.4.8.

12.6 We will not release your first year Programme materials to you, including through the Total Learning Package, until payment has been received.

12. Payment of fees by a third party

13.1 If a third party is paying all or part of your fees on your behalf, you will remain liable for the payment of those fees in all respects, including (without limitation) the consequences of non-payment, late payment or failed payment by the third party.

13. Non-payment of fees

14.1 Until all outstanding Programme Fees are paid to us, we reserve the right at any time during the Academic Year to suspend or withhold all education-related services and facilities (including assessment entry, Virtual Learning Environment services, and provision of student support).

14.2 Before exercising our rights under clause 12.1, we will give you reasonable notice of our intentions.

14.3 If you are in debt to us for Programme Fees, you may not be allowed to submit your assessment work and we reserve the right not to allow you to register for the next Academic Year or next Study Session.

14.4 If you are in the final year of your Programme, we will not release your certificate, or a letter of confirmation of award, until all outstanding Programme Fees are paid. The Programme Fees must also have been paid in full to attend the University of Plymouth Graduation Ceremony.

14. Administration Fees

15.1 Should you interrupt your studies, MLA College will charge a fee in certain situations to cover the additional administrative costs caused by the interruption.

15.2 The administration fee for interruptions will be levied as detailed in the table below:

	Length of module/programme		
Category of Interruption	**13 week**	**6 month**	**12 month**
Compulsorily Interrupted (non-engagement)	£200.00	£400.00	£600.00
Compulsorily Interrupted (academic performance)	£0.00	£0.00	£0.00
Compulsorily interrupted (non-payment of fees)	£200.00	£400.00	£600.00
Interrupted (within first 50% of module/programme (with Extenuating Circumstances (ECs))	£0.00	£0.00	£0.00
Interrupted (within first 50% of module/programme (without Extenuating Circumstances (ECs))	£100.00	£300.00	£600.00
Interrupted (within first 25% of module/programme (with Extenuating Circumstances (ECs))	£0.00	£0.00	£0.00
Interrupted (within first 25% of module/programme (without Extenuating Circumstances (ECs))	£50.00	£150.00	£300.00

15.3 MLA College reserves the right to amend charges on a case-by-case basis.

15. Right to Cancel

16.1 As you are entering into this Contract remotely (i.e., there has been no face-to-face contact between us and you at the time you enrol with us) you may cancel this Contract within 14 days after the date when you pay your Tuition Fee.

16.2 To cancel the Contract within the Cancellation Period, you must clearly inform us of your decision to cancel through emailing us. The date we receive your notice is the Cancellation Date.

16.3 If you have made any payment, or any payment has been made on your behalf under this Contract before the Cancellation Date, then we provide you with a full refund as soon as reasonably possible but in any event within 30 days of the Cancellation Date.

16. Complaints Procedure

17.1 You should follow the MLA College Procedure for Student Complaints and Academic Appeals at Document titles and locations 1.4.4 if:

- You wish to submit a complaint against us;
- You wish to submit an appeal against the application of the Academic regulations applied by the College (under the partnership arrangements agreed with the University of Plymouth;
- You wish to submit an academic appeal.

17.2 You cannot submit an appeal against the result of an assessment on academic grounds. The grounds under which an academic appeal may be submitted are detailed in the MLA College Procedure for Student Complaints and Academic Appeals (Document titles and locations 1.4.4).

17. Disciplinary Offences

18.1 MLA College manages its disciplinary offences in line with those of its validating partner, the University of Plymouth. In instances of misconduct by you (including behaviour online), we may take disciplinary action against you under the University of Plymouth's Code of Conduct (Document titles and locations 1.4.9) (we would draw your attention in particular to the examples of online misconduct illustrated at APPENDIX 1 Examples of minor or major misconduct). One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from the Programme. As a consequence, you may not be entitled to any refund.

18. Intellectual Property

19.1 Following enrolment and the payment of the relevant fee you are free to download and use the Programme content of the Programme's Total Learning Package. Unless otherwise stated, the content of this Total Learning Package (TLP) is copyright to MLA College Ltd. and you MAY NOT share it with anyone else by any means, unless by prior permission from MLA College. Content provided in modules is provided **for your individual use only.**

19. Data Protection

20.1 Your application data will form part of your student record. By entering the Contract with us, you are agreeing to us holding and processing your personal data including some special category personal data. We will process your personal data in accordance with Data Protection legislation, our Data Protection Policy, and our Student Privacy Notice (Document titles and locations 1.4.6). You agree that

our Data Protection Policy and Student Privacy Notice apply to your application and throughout your registration with us.

20. General

21.1 In the event that the provisions of these Terms and Conditions conflict with the provisions of any of the documents listed in Table 1.4: Document titles and locations, the provisions of these Terms and Conditions shall prevail.

21.2 Each of the clauses in these Terms and Conditions operates separately. If a clause is declared unlawful the remaining clauses will remain in full force and effect.

21.3 The Contract constitutes the entire agreement between you and us. All previous agreements, arrangements and understandings between you and us relating to your admission on to a Programme, whether written or oral, shall have no legal effect unless expressly set out in the Contract.

21.4 Where a party fails to enforce its rights under this agreement, or delays in doing so, that will not mean that such party has waived its rights. Where we waive a default by you, this will only be valid when confirmed in writing, and will not apply to any subsequent default by you.

21.5 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.

21.6 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with English law.

21.7 We and you agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in relation to the Contract.