# Terms and Conditions

## 2026/27

(for Open University validated programmes)

Terms and Conditions
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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.

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## Contents


1. Introduction ..... 3
2. Application ..... 4
3. Evidence of Qualifications ..... 4
4. Offers to a Programme ..... 5
5. Changes to an Offer ..... 5
6. Tuition fees, and Scholarship Offers ..... 5
7. Changes to the Programme Prior to Enrolment ..... 6
8. Acceptance of an Offer ..... 6
9. Changes to the Programme After Enrolment ..... 6
10. Studying on the Programme ..... 7
11. Employment Whilst Studying ..... 7
12. Fee Payment and Payment Methods ..... 7
13. Payment of Fees by a Third Party ..... 8
14. Non-Payment of Fees ..... 8
15. Administration Fees ..... 8
16. Right to Cancel ..... 9
17. Complaints Procedure ..... 9
18. Disciplinary Offences ..... 9
19. Intellectual Property ..... 10
20. Data Protection ..... 10
21. General ..... 10

# 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").

1.2 You should read these terms and conditions carefully and ensure you understand them before accepting your offer of a place.

1.3 The contract between you and MLA College is formed when you accept our offer of a place.

1.4 To commence your programme of study, you may be required to satisfy certain conditions or requirements, as notified to you during the admissions process, and you will be required to enrol with us. Once you have enrolled, you will be registered for the duration of your programme, although you may be required to re-enrol at the start of each term or academic year for administrative purposes.

1.5 These Terms and Conditions apply from the point you accept your offer and continue to apply for the full duration of your programme of study with MLA College.

1.6 Applicants who receive an offer are required to complete the enrolment process via the MLA College online application portal. Completion of the enrolment form constitutes a formal acceptance of the offer and confirms applicant's intention to undertake the programme, subject to these Terms and Conditions, and MLA College Academic Regulations.

1.7 If you have any questions or concerns about these Terms and Conditions, you should contact student.admin@mla.ac.uk before accepting the Offer.

1.8 Where any words are capitalised throughout these Terms and Conditions, they shall have the meanings set out in Table 1.2.

1.9 If you require these Terms and Conditions in an alternative or accessible format (for example, large print or an electronic format compatible with assistive technology), please contact student.admin@mla.ac.uk and we will be happy to provide them where reasonably possible.

1.10 **Table 1.10: Meanings of terms used within this document**

| | |
|---|---|
| **"Academic Year"** | means a defined annual period of study and administration, typically commencing in September, January or May of a given calendar year. An Academic Year forms part of the overall duration of a Programme, which may span more than one Academic Year. |
| **"Cancellation Date"** | means the date on which MLA College receives your clear notification that you wish to cancel the Contract in accordance with your right to cancel. |
| **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 legally binding agreement between you and MLA College, comprising these Terms and Conditions, your offer letter, and the material information provided to you before you accepted your offer. The Academic Regulations, together with these Terms and Conditions, define the basis of the academic relationship between you, MLA College and the awarding body. |
| **"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. |

1.11 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. You are expected to familiarise yourself with these regulations, policies and procedures, as they provide important information about how your Programme is delivered and how academic and student matters are managed; however, they do not themselves form part of the Contract.

1.12 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.

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

| **Document title** | | **Location of document** |
|---|---|---|
| 1.13.1 | Student Handbook | MLA College Corporate Documents |
| 1.13.2 | Programme Quality Handbook (Including Programme Specifications and Academic regulations) | MLA College Programme Quality Handbooks |
| 1.13.3. | University of Plymouth Academic Regulations | University of Plymouth Academic Regulations |
| 1.13.4 | MLA College Procedure for Student Complaints and Academic Appeals | MLA College Corporate Documents |
| 1.13.5 | Intellectual Property Policy statement | Clause 16.1 |
| 1.13.6 | Your Data and Privacy | MLA College Corporate Documents |
| 1.13.7 | Fees Schedule | MLA College Fees & Finance |
| 1.13.8 | MLA Fees Policy | MLA College Corporate Documents |
| 1.13.9 | Code of Conduct | University of Plymouth Code of Conduct |

# 1. Application

1.1 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.

1.2 If we discover that your application contains information that is incorrect, misleading or fraudulent, or that you have omitted material information, we may withdraw or amend any Offer made

to you. Where such information comes to light after you have enrolled or after you have completed your studies, we may take action under the appropriate College procedures. This may include, where justified and proportionate to the circumstances, termination of your registration or consideration of the status of any award conferred.

## 2. Evidence of Qualifications

2.1 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.

2.2 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

3.1 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.

3.2 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.

3.3 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.

3.4 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

4.1 We may make changes to an Offer at any time before you accept it. Where this is necessary, we will inform you as soon as reasonably possible and issue you with an updated Offer which clearly highlights the changes that have been made, so that the basis on which you are asked to accept the Offer is clear.

## 5. Tuition Fees, and Scholarship Offers

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 MLA College may review and, where necessary, make changes to tuition fees for continuing students only in limited and clearly defined circumstances.

5.6 Programme fees are reviewed annually by the MLA College Board of Directors. Whilst MLA College has a status as a Non-Fee Capped Provider, the College will usually aim to ensure that fees remain broadly equivalent to the UK Higher Education sector.

5.7 MLA College will not make in-year increases in tuition fees which differ from information published to potential applicants, applicants and current students. Where an increase beyond previously published information is proposed, MLA College will seek the express consent of affected applicants or students before the change takes effect and will offer a right to terminate without penalty where a student would be adversely affected. for example, where there are changes in regulatory requirements or unavoidable increases in the costs of delivering the Programme. Any such change will be applied in a transparent and proportionate manner, will be linked to an objective and verifiable measure, and will be communicated to you in advance of the relevant academic year.

5.8 If a change to tuition fees is proposed that would materially disadvantage you, you will be given clear information about the change and the options available to you, which may include the right to withdraw from the Programme without penalty in accordance with our Fees Policy and Refund and Compensation Policy.

## 6. Changes to the Programme prior to enrolment

6.1 Due to the period between publication of programme information and your enrolment with MLA College, circumstances may occasionally change. If we are required to make any changes to your Programme prior to enrolment, we will notify you in writing as soon as reasonably possible, explaining the proposed changes and asking for your express agreement.

6.2 If you do not agree to the proposed changes, you may withdraw your application and any fees you have already paid will be refunded in full. Alternatively, where appropriate, you may apply to another programme offered by MLA College for which you are qualified.

6.3 **Cancellation of Programme** - Cancellation of Programme – We will use all reasonable efforts to deliver our scheduled Programmes. However, if there are insufficient student numbers to make a Programme viable or to deliver a quality student experience, we may cancel the Programme. Where a decision is taken to cancel a Programme prior to enrolment, we will notify you in writing as soon as possible and, in any event, normally within 10 working days of the decision being made.

6.4 Where possible, we will recommend a suitable alternative Programme for which you are qualified. If we are unable to offer a suitable alternative, or if you are unhappy with the recommended alternative, you may withdraw your application and receive a full refund of any fees paid.

## 7. Acceptance of an Offer

7.1 If you have received an Offer from us, you accept that Offer by completing and submitting the online enrolment form, which includes confirmation of your acceptance. Acceptance of the Offer forms the Contract between you and MLA College.

7.2 Completion of enrolment also includes administrative steps, such as providing required information and arranging payment of tuition fees, which must be completed by the enrolment deadline in order to commence your studies.

7.3 If you do not enrol with us online by the Enrolment Deadline (normally 4 weeks prior to the start of the Programme), your Offer may lapse.

## 8. Right to Cancel

8.1 Acceptance of an Offer of a place on a Programme occurs when you complete the enrolment process and either pay the required tuition fees or have your tuition fee funding formally confirmed by an approved Student Finance body. At this point, the Contract between you and MLA College is formed and you are formally enrolled as a student.

8.2 You have the right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 calendar days from the date on which the Contract is formed, without the need to provide any reason.

8.3 To exercise your right to cancel, you must clearly notify MLA College of your decision to cancel by email or in writing. The date on which we receive your notification will be the Cancellation Date.

8.4 If you cancel within the 14-day cancellation period, any payments received will be refunded without undue delay and, in any event, within 30 days of the Cancellation Date.

8.5 No additional statutory cooling-off period applies after this initial 14-day cancellation period. Withdrawal after this point is subject to the MLA College Fees Policy.

## 9. Changes to the Programme after Enrolment

9.1 If we need to make changes to your Programme after you have accepted an Offer or enrolled with us, we will provide you with as much notice as reasonably possible. We recognise that changes may vary in significance and will be managed accordingly.

9.2 For minor changes which do not materially disadvantage you and which are unlikely to have a significant impact on your studies (for example, minor updates to content, delivery methods or scheduling), we will notify you of the change and explain when it will take effect. If you have concerns about the proposed change, you will be given a reasonable period within which to raise these with us.

9.3 Where we are required to make material changes to your Programme which are likely to have a significant impact on your studies, we will consult with affected students and seek your express agreement before implementing the change. We will notify you in writing of the proposed change, explain the reasons for it, and provide a timeframe within which you should respond.

9.4 If you do not agree to a material change, we will explain the options available to you, which may include transfer to another Programme delivered by MLA College, support to transfer to an

alternative provider, or the opportunity to withdraw from the Programme without penalty. Further information about support, refunds and compensation in these circumstances can be found in the Student Protection Plan and relevant fees and refund policies.

9.5 **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, in line with our Student Protection Plan.

9.6 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 support you in line with the measures set out in our Student Protection Plan, including transfer to a suitable alternative Programme delivered by MLA College or, where appropriate, support to transfer to an alternative provider. If we are unable to provide a suitable alternative Programme, or if you are unhappy with the recommended alternative Programme or Provider, 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.

9.7 **Fees Policy -** Fees may be refunded in accordance with the MLA College Refund and Compensation Policy at Document titles and locations 1.13.8.

# 10. 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, and the relevant Academic Regulations applicable to your Programme 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.

Always adhere to the principles of academic integrity. This includes ensuring that all work you submit is your own and that you do not engage in academic misconduct such as plagiarism, collusion or cheating. Academic misconduct will be dealt with in accordance with the applicable Academic Regulations and procedures and may result in academic penalties or disciplinary action.

Actively engage with your Programme, including participating in required learning activities, assessments and communications, and meeting any attendance or engagement requirements notified to you. Persistent failure to engage with your studies may result in intervention by the College, which could include compulsory interruption or withdrawal from the Programme in accordance with relevant policies and procedures.

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.

10.4 MLA College is committed to providing an inclusive and accessible learning environment and complies with its duties under the Equality Act 2010. If you have a disability, medical condition, learning difficulty, or any other support need, you are encouraged to inform us as early as possible so that we can consider reasonable adjustments to support your studies. Further information about disability support and how to disclose a disability can be found in the relevant College policies, available via our website.

10.5 You are expected to be fit to study and to engage safely and effectively with your Programme. Where concerns arise about your fitness to study, including in relation to your wellbeing, health, behaviour or ability to engage with academic requirements, MLA College may take appropriate action in line with its Fitness to Study procedures to support you and to protect you and others.

10.6 When using MLA College's IT systems or learning platforms, you must do so responsibly and lawfully. You agree to comply with the College's Acceptable Use and IT-related policies. Misuse of IT systems, including inappropriate online behaviour, may be treated as misconduct and dealt with under the College's disciplinary procedures.

10.7 You must take reasonable care for your own health and safety and that of others and comply with any health and safety instructions, guidance or requirements issued by MLA College or applicable to locations, learning environments or activities associated with your Programme.

10.8 MLA College is committed to safeguarding students and fulfilling its obligations under safeguarding legislation and the Prevent duty. You are expected to familiarise yourself with and adhere to the College's safeguarding-related policies. Where concerns arise, the College may take appropriate action in line with those policies and relevant legal requirements.

10.9 You may request an interruption or suspension of your studies in accordance with the College's policies. In certain circumstances, the College may also require you to interrupt or suspend your studies, for example due to non-engagement, academic concerns, fitness to study or other regulatory requirements. You may also withdraw from your Programme in line with applicable procedures. The consequences of interruption or withdrawal, including any impact on fees or progression, are set out in relevant College policies.

## 11. 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. You are responsible for ensuring that you are able to dedicate sufficient time to meet the academic requirements of your Programme.

11.2 Students undertaking a full-time programme are normally expected to ensure that any employment or other commitments do not prevent them from engaging effectively with their studies. As a general guide, significant employment commitments alongside full-time study may affect your ability to meet academic requirements. Where concerns arise about your capacity to engage with the Programme, the College may discuss this with you and, where appropriate, consider reasonable adjustments or other options, such as a change to part-time study, in accordance with the MLA College Minimum Engagement Policy.

## 12. 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, as described in these Terms and Conditions and the MLA College Fees Policy. 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.

13.2 Any fees payable to external parties (for example, professional bodies or third-party service providers) are non-transferable within the same Academic Year and cannot be carried forward to subsequent Academic Years.

13.3 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, where costs are incurred by the College once the service is confirmed, as set out in the Fees Policy.

13.4 Where MLA College is required to pay local taxes or charges to relevant authorities in connection with your course of study, we will clearly notify you of these charges in advance and add them to your Programme Fees where applicable.

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

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

13.7 Where you are eligible for tuition fee funding through an approved Student Finance body, and payment is due in line with the relevant Student Finance payment timetable, access to Programme materials will not be unreasonably withheld pending receipt of that payment, provided that you have taken all required steps to secure such funding.

## 13. Payment of fees by a third party

14.1 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.

## 14. Non-payment of fees

15.1 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).

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

15.3 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.

15.4 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.

## 15. Administration Fees

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

16.2 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 |

## 16. Complaints and Appeals Procedure

16.1 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 Open University;
- You wish to submit an academic appeal.

16.2 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).

16.3 f you have exhausted MLA College's internal complaints or academic appeals procedures and remain dissatisfied with the outcome, you will be given the opportunity to refer the matter to The Open University, as the awarding body, in accordance with the applicable validation arrangements.

16.4 Following completion of the complaints or appeals processes of MLA College and, where applicable, The Open University, you may also be eligible to refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA), provided that your complaint falls within the remit of the OIA. Information about the OIA and the eligibility criteria for submitting a complaint can be found on the OIA website.

## 17. Disciplinary Offences

17.1 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.

17.2 Vexatious or Abusive Use of Complaints and Appeals Procedures - MLA College is committed to ensuring that students are able to raise complaints and academic appeals without fear of disadvantage. However, where a student engages in repeated, unfounded, malicious or vexatious complaints or academic appeals, and where such behaviour is assessed by the College to constitute a misuse of process, MLA College reserves the right to take appropriate action. This may include action under the Student Conduct and Disciplinary Procedure, and, in serious cases, suspension or exclusion from a programme of study. This provision does not apply to students who raise complaints or appeals in good faith.

## 18 Criminal Convictions

18.1 In line with MLA College's core purpose to provide truly accessible education we support engagement from students with relevant unspent convictions.

18.2 To ensure MLA College meets its safeguarding responsibilities to all stakeholders, students are required to notify the College promptly if they receive any relevant criminal conviction whilst enrolled on a programme of study. This requirement applies only to convictions that are not protected by the provisions of the Rehabilitation of Offenders Act 1974, unless disclosure is otherwise required by law or by the requirements of a professional, statutory, or regulatory body.

18.3 Failure to disclose such information constitutes a breach of these Terms and Conditions and may result in the withdrawal of the student from their programme of study. Any disclosed conviction will be considered in line with the College's Criminal Conviction Policy and may result in further action, including review of a student's registration, fitness to study, or continuation on the programme.

18.4 Should require any further advice or guidance regarding this, please contact student.admin@mla.ac.uk Additional information can also be found at https://unlock.org.uk/.

## 19. Intellectual Property

19.1 Following enrolment and payment of the relevant fees, you may download and use the content within MLA College's Virtual Learning Environment (VLE) for the purposes of your studies. Unless otherwise stated, all content within the VLE is the intellectual property of MLA College Ltd and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, share, publish, modify, or otherwise make such content available to any third party without the prior written permission of MLA College.

20.2 Subject to clause 20.3, you will retain ownership of the intellectual property rights in any original work, assignments, projects, dissertations, research, or other materials created by you during your studies.

20.3 By submitting work to MLA College, you grant MLA College a non-exclusive, royalty-free licence to use, reproduce, store, copy, assess, moderate, verify authenticity, and retain such work for academic, administrative, regulatory, quality assurance, accreditation, and archival purposes.

20.4 Nothing in these Terms and Conditions transfers ownership of a student's intellectual property rights to MLA College, except where otherwise agreed in writing or where intellectual property rights arise through a separate research, employment, sponsorship, or commercial agreement.

## 20. 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.

20.2 Unless otherwise stated, you will own the intellectual property rights in the original work you create as part of your studies. This includes, for example, coursework, assignments and project work produced by you during your Programme.

20.3 MLA College may retain copies of, and use, your work for purposes connected with assessment, quality assurance, moderation, accreditation, staff training and academic development, in accordance with our policies.

20.4 Exceptions to student ownership may apply where work is produced collaboratively, where third-party materials or software are used, or where specific professional, commercial or research arrangements apply. Any such exceptions will be clearly explained to you in advance through Programme information or relevant College policies.

## 21. Termination of Contract

21.1 MLA College may terminate this Contract in certain circumstances, including but not limited to where you:

- materially breach these Terms and Conditions;
- fail to meet academic or regulatory requirements;
- engage in serious misconduct;
- fail to pay fees in accordance with the agreed payment terms; or
- where continuation of the Programme is no longer possible.

21.2 In such cases, action will be taken in accordance with the applicable policies, procedures and the Student Protection Plan, and you will be informed of the options available to you.

## 22. General

22.1 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.

22.2 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.

22.3 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.

22.4 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.

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

22.6 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.

22.7 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.