

University Centre Terms and Conditions

2026/27

The following terms and conditions apply to:

- Students applying for or enrolling onto an HE programme that starts in the 2026-7 academic year.
- New College Durham (NCD) validated awards, Open University (OU) programmes delivered by NCD and all Pearson Higher National Certificate/Diplomas (HNC/Ds) delivered by NCD¹.

You should read the terms and conditions contained in this document in conjunction with the relevant policies, procedures and academic regulations (including partner organisation and awarding body regulations), which form part of your contract with NCD for the duration of your programme. These are listed in full at the end of this document.

NCD may update non-contractual policies and procedures from time to time for valid reasons such as changes in legislation or regulatory requirements. These updates do not form part of your core contract and do not require student consultation or consent.

If a proposed change would affect material or contractual information (for example, programme content, mode of delivery, assessment, fees or other information you relied on when accepting your offer) the College will notify you in advance and provide appropriate options in line with consumer protection law.

You should read these terms and conditions carefully and ensure you understand them before accepting your offer of a place. If you have any questions about these terms and conditions please contact us at registry@newdur.ac.uk

The Contract

When the student accepts the unconditional offer of a place on an HE programme it is on the basis that they accept these terms and conditions. When a student enrolls with the College the formal contract is agreed by both parties.

- NCD will register students with the validating awarding body for the qualification associated with their HE programme, identified by the learning aim.
- The student has a statutory right² to cancel their acceptance within 14 calendar days of accepting the offer without giving a reason and incurring any liability.
- New College Durham will accept a cancellation of acceptance at any point prior to the start date of the programme and no charges would be incurred.

¹ This does not include Higher Apprenticeship programmes

² The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, s.30(2)

- If you leave your programme after the start date there may be financial implications, your Student Finance payments will stop, and you may need to repay any overpayments made to you by the Student Loans Company.
- The College offers a 20-calendar day 'cooling off' period before you are liable for tuition fees, after this point, please refer to the [Higher Education Tuition Fees, Payments and Refunds Policy](#) to calculate your tuition fee liability and for further guidance.
- You may be liable for the full annual tuition fee depending on when you withdraw. For International Programmes a 20% deposit is non-refundable. This does not affect any statutory rights.

Changes to Programmes and Classes

In accordance with the [Student Protection Plan](#), NCD will inform students if there are to be material changes to their programme, this may be through Curriculum student meetings, the VLE, email, letter and/or student representatives. We will give students 14 calendar days' notice if we need to make significant material changes to their course. The College will take reasonable steps to deliver programmes in line with the information provided to students before they accept their offer. In some circumstances, changes may be necessary. The College will manage any changes fairly, transparently and in accordance with consumer protection requirements.

Changes may be either material or non-material. Further information on what this means, examples of each type of change, when student consultation or agreement may be required, and what options are available if a student does not agree to a proposed material change, is set out in [Appendix A of this document 'Material and Non-Material Changes'](#).

Where the College cancels a programme, students will receive a full refund of tuition fees paid. Additional support, including compensation where appropriate, will be considered in line with the [Refund and Compensation for Higher Education Policy](#). Where significant material changes are made to a programme a student will have the opportunity to cancel without penalty in accordance with our [Student Protection Plan](#).

Student Obligations



Admission

Students agree to provide all information required to process their enrolment at the earliest reasonable opportunity. If information provided is determined to be false or misleading a student may have their place cancelled or be withdrawn from their programme following the [HE Admissions Policy](#). If they have accrued credits or achieved awards these may be revoked in line with the relevant Academic Regulations.

Students wishing to apply for Recognition of Prior Learning (RPL) must follow the [RPL Policy](#) and provide appropriate evidence within the required timescales.

Approval of RPL is not automatic. Evidence must be relevant, current, sufficient and appropriate to the learning outcomes being claimed.

Students should seek advice before accepting an offer if they intend to rely on previous study or experience to gain exemption from part of a programme.



Attendance

By accepting a place on an HE programme, students agree to engage with their programme of study following the [Student Engagement in Learning Policy](#). This policy sets out clear expectations for attendance on face to face, blended and distance learning courses. In all cases, where engagement falls to a point where it can be reasonably assumed the student will be unable to achieve their qualification due to lack of teaching or non-submissions, the Programme Team must meet with the student to address the issues. At this point the student should be advised to apply for mitigation (if relevant) or a suspension of studies or be asked to consider withdrawing from their programme to protect their future opportunities.

If a student doesn't attend in person for a period of 4 consecutive weeks this will be considered non-engagement. Students who do not engage with their study may be withdrawn from their HE programme following the [HE Withdrawal Policy](#). This is likely to affect any student finance arrangement in place.

Where a student declares a health condition or injury preventing them from attending in person, the College will expect to use a temporary reasonable adjustment plan or a mitigation plan due to extenuating circumstances. In some circumstances a suspension of studies or withdrawal will be an option for the student.

If a student wants to suspend their studies at any point, this will be done following the [Suspension of Studies Policy](#). A student may suspend for up to 12 months initially but if a request is made to extend this period a panel will be held to review the request. If the student is on an OU programme, OU permission will be sought for the period of extension. A student on a suspension of studies may not submit work or have access to College facilities. A suspension is likely to affect any student finance arrangement in place. Information from Student Finance England can be viewed at <https://www.gov.uk/student-finance-if-you-suspend-or-leave>

Sponsored Students must meet UK Visa and Immigration (UKVI) engagement and attendance requirements as found in the [International Student Engagement and Attendance Procedure](#). Sponsored Students whose engagement or attendance does not meet UKVI requirements for their level of study will have their place cancelled or will be withdrawn from their programme. For students studying level 6 or above, students who are deemed to not be actively and consistently engaging in their programme of study for two consecutive weeks will be contacted by New College Durham and weekly review meetings

will be scheduled. If re-engagement does not occur within 60 days from the first contact from their New College Durham in relation to lack of engagement, sponsorship must be withdrawn. For students studying at Level 4 or 5, students are expected to attend a minimum of 15 hours daytime, classroom-based study per week with a minimum of 85% attendance in any given month. Students who fall below this will enter a monitoring process, with published review points. If attendance falls below 70% for three consecutive months sponsorship must be withdrawn.



Academic Integrity

Students agree to submit work towards their qualification as outlined in the Programme Handbook and module guides. This may include, but is not limited to, written assignments, placements, and written, practical or online exams. When submitting this work, students agree to actively embrace the College's commitment to [Academic Integrity](#) and ensure that to the best of their endeavours they take all measures to avoid any activity that could be deemed academic malpractice.

This means that all work submitted for assessment must be the student's own work, unless collaboration has been expressly permitted as part of the assessment brief.

Students must not engage in academic misconduct. This may include, but is not limited to, plagiarism, self-plagiarism, collusion, contract cheating, commissioning or purchasing work, falsification of data or evidence, impersonation, unauthorised use of materials in assessments or examinations, or inappropriate use of artificial intelligence or other digital tools.

Students are responsible for ensuring that they understand and follow the College's expectations for academic integrity, including correct referencing, use of sources, group work requirements, assessment instructions, and any rules relating to the permitted or prohibited use of artificial intelligence.

Copyright on student work normally rests with the student. The College reserves the right to use, reproduce or republish student work providing the correct attribution is made. Students must obtain consent for any material used in an assignment that is owned by a third party. The College owns performers rights in all material produced including recordings and webcasts. For more detail see our policy on [Copyright and Intellectual Property](#).



Extenuating Circumstances

Students who are affected by unexpected circumstances that impact their ability to complete, submit or attend an assessment should follow our [Extenuating Circumstances Policy and Procedure](#).

Students are responsible for submitting requests within the required timescales and providing appropriate evidence, unless there is a valid reason why this is not possible. Requests will be considered in accordance with the published procedure, and approval is not automatic.

Where an Extenuating Circumstances request is accepted, the College will confirm the outcome and any revised assessment arrangements. Students remain responsible for ensuring they understand and comply with any revised deadline, assessment requirement or progression implication.

The College will operate fair and accessible procedures for dealing with extenuating circumstances.



Conduct

The College policy on [Acceptable use of IT](#) requires students to keep any credentials secure and behave responsibly in using their account. The policy lists behaviours which are prohibited. Student accounts will be monitored by appropriately authorised staff for the purposes listed in the policy.

The College has a [Fitness to Study Policy](#) and [Disciplinary Policy](#) which define expected behaviour and what types of behaviour may be grounds for termination of registration.

New College Durham is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults. Any student who feels unsafe – or feels that another student may be feeling unsafe – is expected to report their concerns to a Designated Safeguarding Lead. This can be done in person by visiting ASC at New College Durham, calling us on 0191 3754400 or emailing asc@newdur.ac.uk

Students studying at CECOS College should follow local policies and procedures relating to use of IT, codes of conduct and disciplinary procedures. CECOS will provide these to you alongside these Terms and Conditions.



Fitness to Practise

Some programmes lead to, or are linked with, professional registration, regulated practice, placement activity, or work with clients, patients, service users, children or vulnerable adults. Students on these programmes are expected to meet appropriate standards of professional conduct, behaviour, health, attendance, engagement and academic integrity. Students must tell the College promptly about any matter that may affect their fitness to practise, fitness to study, placement suitability, professional conduct, or ability to meet relevant professional, statutory or regulatory body requirements. This may include criminal convictions, cautions, safeguarding concerns, professional conduct concerns, health matters, or other relevant changes in circumstances.

Where concerns arise, the College may consider these under the [Fitness to Practise Policy and Procedure](#) and may take precautionary action where necessary to protect students, staff, placement providers, service users, the public, or the integrity of the programme. Possible outcomes may include support arrangements, an action plan, conditions for continuation, temporary suspension from placement or practice activity, referral to another College procedure, or withdrawal from the programme in serious cases.

Where required, the College may share relevant information with a professional body, awarding body, placement provider, or other relevant organisation.

Students should read this section alongside the [Fitness to Practise Policy and Procedure](#), [Fitness to Study Policy](#), [Safeguarding Children and Adults at Risk Policy](#), [Academic Regulations](#), DBS requirements where applicable, and any programme-specific or professional body requirements.



Reasonable Adjustments

Students wishing to request reasonable adjustments must engage with the [Student Support Team](#) to establish a Reasonable Adjustments Plan and provide appropriate evidence to support their requirement.

Students studying at CECOS College who wish to request reasonable adjustments should contact their relevant campus Student Compliance Officer, Student Support Officer or Academic Support Tutor.

Tuition Fees

Students are responsible for the payment of tuition fees for their programme, regardless of whether these are funded through a loan from the Student Loans Company or paid directly by the student.

Where a third party (for example, an employer) has agreed to pay all or part of a student's tuition fees, the College will invoice the third party upon receipt of appropriate written authorisation provided at enrolment. However, the student remains ultimately responsible for ensuring that tuition fees are paid in full. If a third party fails to make payment, the student will be required to make alternative payment arrangements within a reasonable timeframe, normally not exceeding four weeks, unless otherwise agreed by the College.

The [Higher Education Tuition Fees, Payments, and Refunds Policy](#) applies to all programmes where tuition fees are charged and forms part of the contractual agreement between the student and the College.

Higher Education programmes are subject to the [HE Sanctions for Non-Payment of Tuition Fees Policy](#). Where tuition fees remain unpaid and no agreed payment arrangement is in place, the College may apply appropriate sanctions, which could include withdrawal from

the programme, restrictions on progression and not being awarded your qualification. Any action taken will be fair, proportionate, and in line with the relevant policy.

Associated Costs and Requirements

Any additional costs associated with your programme will be made clear in your programme-specific information. This information is available on the NCD website at:

<https://www.newcollegedurham.ac.uk/courses>

Students should check the relevant course page for their programme, including the Entry Requirements section, where any additional programme costs will be identified. These costs may also be set out in the relevant programme handbook.

Registration for membership of professional bodies, and any associated costs incurred, that are not explicitly stated as being included in the HE programme are the responsibility of the student.

Placements

Some programmes include a mandatory placement or practice-based learning requirement which must be completed to achieve the full qualification and/or meet professional, statutory or regulatory body requirements.

Where this applies, it will be made clear in the relevant programme information, programme specification and student programme handbook.

Students are responsible for engaging with the placement process and meeting any required placement conditions. These may include, but are not limited to, DBS checks, occupational health clearance, vaccination or immunisation requirements, professional conduct requirements, attendance expectations, mandatory training, and uniform or dress requirements.

Where a student is unable or unwilling to meet mandatory placement requirements, this may affect their ability to start or continue a placement, progress on the programme, meet professional requirements, or achieve the intended qualification. The College will consider what reasonable support or alternative arrangements may be available, but alternatives cannot be guaranteed where specific professional, statutory, regulatory or placement requirements apply.

Personal Information

NCD will collect, store and process personal information to create and maintain a student record, complying with Data Protection law and GDPR. Personal data may also be shared with relevant third parties where required for the maintenance of the student record, the award of qualifications, to provide facilities and services, and to meet statutory obligations. The [Privacy Notice](#) contains further details.

Students are responsible for informing NCD as soon as reasonably possible where their details or personal circumstances change. Where there is a requirement to amend details, these should be submitted by email to cishelpdesk@newdur.ac.uk

Disclosure and Barring Service (DBS) Checks

The College's [Disclosure of Criminal Convictions \(Students\) Policy](#) details the requirements for declaration at application and enrolment stages and explains how the College will risk assess any relevant declarations. The policy defines 'relevant' convictions for the purposes of declaration and also describes the method for declaring convictions that may have been accrued during study.

Some students on programmes where there is contact with children and/or vulnerable adults may require a DBS check.

If the chosen programme of study is intended for entry into a particular workforce, the student is responsible for checking and advising the College whether any relevant convictions (spent or unspent) preclude them from any employment within that workforce at the time of enrolment (or before). Where convictions would preclude them from that workforce, they may be advised that the programme is not appropriate, and a suitable alternative may be offered.

Where a student is handed a conviction or is subject to a relevant criminal investigation during their course of study, they are responsible for informing their tutor at the earliest possible opportunity. Failure to do this would constitute gross misconduct under the [Disciplinary Policy](#).

Professional Barring

Students must disclose to the College if they have been barred, sanctioned, suspended, removed from a professional register, or are subject to an ongoing investigation by a relevant professional body, employer, placement provider or regulatory organisation.

This requirement applies before enrolment and at any point during the course. Students should notify their programme tutor or another appropriate member of College staff as

soon as they become aware of any matter that may affect their professional standing, placement suitability, fitness to practise, or ability to meet programme or professional body requirements.

Failure to disclose relevant information may be considered under the College's [Fitness to Practise Policy](#), [Disciplinary Policy](#) or other relevant College procedure.

Complaints and Appeals

NCD's [Complaints Policy](#) and [Complaints Procedure](#) describe how complaints are handled. There is a form on the NCD website that can be submitted to initiate a formal complaint.

Where a student remains dissatisfied after completing the relevant internal procedure, they may be eligible to request a Completion of Procedures letter and refer their case to the Office of the Independent Adjudicator for Higher Education, where applicable.

The College will operate fair and accessible procedures for appeals and complaints.

Academic appeals are considered separately from complaints. Students who wish to challenge an academic decision, such as an assessment board decision, progression decision, award outcome, or other decision relating to academic judgement or assessment regulations, should follow the College's [Academic Appeals Procedure](#).

Students are expected to submit complaints and appeals within the timescales set out in the relevant procedure and to provide appropriate information or evidence to support their case.

Exceptional Circumstances Beyond NCD's Control

In exceptional circumstances beyond NCD's reasonable control, the delivery, availability or normal operation of Higher Education programmes may be affected. Such circumstances may include, but are not limited to, war, public health restrictions, pandemics, industrial action, government action, changes in legislation, severe weather, major disruption to buildings, utilities, digital systems, transport, or other events that could not reasonably have been anticipated or prevented.

Where this happens, NCD will take reasonable steps to minimise disruption and protect students' interests. This may include putting alternative arrangements in place, such as remote or blended learning, changes to timetable or assessment arrangements, alternative access to learning resources, or other reasonable adjustments to delivery.

NCD will communicate with affected students as soon as reasonably practicable, explain the impact of the disruption, and confirm any alternative arrangements. Normal delivery arrangements will be resumed as soon as it is reasonably practicable to do so.

Where the disruption creates a significant risk to students' ability to continue or complete their studies, NCD will consider the matter in line with its [Student Protection Plan](#) and any other relevant College policies or procedures.

List A: List of all relevant Policies, Procedures and Regulations

The following policies and regulations form part of the student contract and will apply for the duration of the programme unless a change is formally agreed by the contracting parties.

NCD Academic Regulations 2026-2027
Open University Regulations 2026-2027
Pearson BTEC Higher Nationals Guide to Quality Assurance 2026-2027
HE Sanctions for Non-Payment of Tuition Fees Policy
HE Tuition Fees, Payments and Refunds Policy
Refund and Compensation for Higher Education Policy
Student Engagement in Learning Policy
Student Protection Plan
Admissions Policy (Higher Education)
Recognition of Prior Learning Policy
Withdrawals Policy (Higher Education)
Student Transfer Procedures

[Click here to see contractual policies & regulations](#)

The following policies and regulations apply to students and explain the College's processes, expectations and support arrangements. They do not normally form part of the student contract unless expressly stated, or unless a specific provision is incorporated into the Terms and Conditions, offer letter or another contractual document.

Academic Appeals Policy
Academic Integrity Policy
Assessment Policy (Higher Education)
Complaints Policy
Copyright and Intellectual Property Policy
Disciplinary Policy
Disclosure of Criminal Convictions (Students) Policy
Extenuating Circumstances Policy
Fitness to Practise Policy
Fitness to Study Policy
International Student Engagement and Attendance Procedure
Safeguarding Children and Adults at Risk Policy
Suspension of Studies Policy (Higher Education)
Teaching and Enhanced Learning Policy

Click [here](#) to see other policies and procedures mentioned in this document

If you require these Terms and Conditions to be provided in an alternative format, please contact foi@newdur.ac.uk

Appendix A: Programme Material and Non-Material Changes

This appendix explains how the College will manage changes to Higher Education programmes. It should be read alongside the main Terms and Conditions, programme information, and any relevant awarding body, PSRB or regulatory requirements.

The College will take reasonable steps to deliver programmes in line with the information provided to students before they accepted an offer and enrolled. However, there may be circumstances where changes are required. Where this happens, NCD will consider whether the change is material or non-material and will manage the change fairly, transparently and with regard to students' interests.

1. Material Changes

A material change is a significant change that may affect the overall nature, content, delivery, assessment, award, professional accreditation, placement requirements or student experience of a programme. A material change may also be one that could reasonably have affected a student's decision to accept an offer, enrol, continue on the programme, or complete the qualification.

Material changes may include, but are not limited to:

- changes to the award title.
- changes to the awarding body.
- withdrawal of core modules.
- significant changes to the mode of delivery.
- significant changes to assessment methods.
- loss of, or changes to, PSRB accreditation.
- relocation of delivery.
- significant changes to placement requirements.
- programme closure or suspension.

Reasons NCD May Need to Make Changes

NCD will only make programme changes where there is a reasonable and justifiable reason to do so. Reasons may include, but are not limited to:

- changes required by awarding bodies, PSRBs, regulators or legislation.
- student protection reasons.
- health and safety requirements.
- insufficient student numbers, where this has been clearly stated in advance.
- unavoidable staff or resource changes.
- exceptional circumstances beyond NCD's reasonable control.

Student Rights and Options Where a Material Change Is Proposed

Where NCD proposes a material change, it will take reasonable steps to protect students' interests. NCD will:

- notify affected students as early as reasonably possible.
- explain the reason for the proposed change.
- consult affected students where practicable.
- explain the likely impact of the change.
- provide information about the options available to students.

Depending on the nature and timing of the change, appropriate options may include:

- continuing with the programme under the revised arrangements.
- transferring to another programme, where available.
- Deferring study, where this is possible and appropriate.
- withdrawing without penalty, where appropriate.
- accessing protections under the Student Protection Plan.
- consideration of a refund, fee adjustment or compensation where relevant under the Refund and Compensation Policy.

Where the student agreement is required, the College will explain how consent will be obtained and the timescale for response. Where a student does not agree to a proposed material change, the College will consider what reasonable steps can be taken to support the student and protect their position.

2. Non-Material Changes

A non-material change is a minor change that does not significantly affect the overall nature, content, delivery, assessment, award, professional accreditation, placement requirements or student experience of the programme.

NCD may make minor or non-material changes where these are reasonable and necessary to support effective programme delivery, maintain academic standards, response to student feedback, update subject content, or manage operational arrangements.

Examples of non-material changes may include:

- room changes.
- minor timetable adjustments.
- changes to reading lists.
- changes to individual teaching staff.
- minor updates to an assessment date, where the assessment type and learning outcomes remain unchanged.
- annual updating of module content to reflect current practice, sector developments or current professional expectations.

NCD will communicate non-material changes to students where they affect their studies. These changes would not normally require individual student agreement, provided they do not significantly alter the nature or expected outcomes of the programme.

Communication with Students

NCD will communicate all programme changes clearly and in a timely manner. The level of communication, consultation and student involvement will depend on the nature, scale and timing of the proposed change.

Where a change creates a significant risk to students' ability to continue or complete their studies, the College will consider the matter under the Student Protection Plan and any other relevant College policy or procedure.