



LEARNER TERMS AND CONDITIONS (CONTRACT OF STUDY)

Policy reference UKV-QA-09 | Version 3.0

UK Versity Online Limited | BAC Accredited College | UKPRN 10052768

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Version	3.0
Status	Updated
Effective date	1 October 2026
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Policy owner	Principal
Author	Director of Education
Approved by	Principal (Ramanjeet Singh), on behalf of the Academic Board
Approval date	1 October 2026

Learner Terms and Conditions (Contract of Study)

UK Versity Online Limited | ATHE 889 | Pearson 07737 | OTHM DC1506132 | Ascentis 3286 | NCFE 8465520 | IFA Direct 283334

Document control

Title	Learner Terms and Conditions (Contract of Study)
Reference	UKV-QA-09
Version	3.0
Status	Updated
Effective date	1 October 2026
Next review	September 2027 (annual), or earlier if required
Owner	Principal
Author	Director of Education
Approval authority	Academic Board, chaired by the Principal (Ramanjeet Singh)
Approval date	1 October 2026
Applies to	Every learner who enrolls with UK Versity, and any employer or sponsor paying on a learner's behalf
Supersedes	Terms and Condition Policy (QA-17, 2023); Fees Terms and Conditions (QA-78); Course Terms and Conditions section of the Learner Agreement and Contract (QA-07, 2023)
Summary	The contract between UK Versity and the learner: what UK Versity provides, what the learner agrees to, fees and cancellation, access periods, changes, ending the contract, liability and complaints.

Compliance mapping

BAC College Scheme 2023 standards	4.3; 5.4; 18.1-18.3
UK Quality Code 2024 (voluntary)	Principle 9
OfS conditions (benchmark only; not OfS registered)	C1, C5 (benchmark)
Awarding organisations	ATHE; Pearson; OTHM; Ascentis; NCFE; IFA Direct
Legislation and regulation	Consumer Rights Act 2015; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Digital Markets, Competition and Consumers Act 2024; UK GDPR and Data Protection Act 2018; Equality Act 2010; Copyright, Designs and Patents Act 1988

Version history

Version	Date	Change
1.0	November 2014	Course Terms and Conditions first issued (QA-17)
2.0	November 2023	Reissued with Learner Agreement and Contract

Version	Date	Change
3.0	October 2026	Full rewrite as a plain-English contract of study: pre-contract information, 14-day cancellation right, start options, registration timing, access periods, fair terms review, complaints and governing law

1. Purpose

These terms and conditions form the contract between you and UK Versity Online Limited when you enrol on a course. They are written in plain English so you know your rights and responsibilities before you commit. Please read them with the course page for your course, the UKV-QA-08 Fees, Payment, Cancellation and Refund Policy and the UKV-QA-10 Learner Agreement.

2. Scope

These terms apply to every course UK Versity delivers, leading to qualifications awarded by ATHE (Awarding body for Training and Higher Education), Pearson Education Ltd (Pearson BTEC, including BTEC Higher Nationals), OTHM Qualifications, Ascentis (including Access to HE Diplomas, validated under the QAA Access to HE scheme), NCFE (including qualifications under the NCFE CACHE brand, and NCFE Functional Skills) and Institute of Financial Accountants (IFA) qualifications delivered through IFA Direct, administered in partnership with ATHE.

3. Who we are

UK Versity Online Limited is a company registered in England and Wales, company number 09591489, trading as UK Versity. Our address is UK Versity House, 11 Woodcock Court, Waters Edge Business Park, Modwen Road, Salford M5 3EZ. Telephone 0161 273 4745. Email admin@ukversity.co.uk. UK Versity is accredited by the British Accreditation Council as a College. UK Versity is an approved centre of the awarding organisations listed above; your qualification is awarded and certificated by the awarding organisation, not by UK Versity.

4. The contract

1. Your contract with UK Versity is made on the day UK Versity sends you written confirmation that your enrolment has been accepted (the contract date).
2. The contract is made up of: these terms and conditions; the course page and enrolment confirmation for your course (fees, duration, units, delivery mode, entry requirements); the UKV-QA-10 Learner Agreement you sign; and the UKV-QA-08 Fees, Payment, Cancellation and Refund Policy.
3. Before you enrol UK Versity gives you: the qualification title, awarding organisation, level and qualification number; the total cost and any possible additional costs; the planned programme duration and access period; how teaching and assessment work; entry, English language and digital requirements; and your cancellation rights. This information forms part of your contract and UK Versity will not change it without your agreement except as allowed in section 9.
4. If you are under 18 when you enrol, a parent or guardian must countersign the Learner Agreement and the fees agreement.

5. What UK Versity will provide

UK Versity will:

1. deliver your course with reasonable care and skill and as described in the pre-contract information;

2. give you access to your course on Moodle, learning materials, live online tutor sessions and tutor support for the planned programme duration;
3. mark your assignments and give written feedback, normally within 15 working days of submission;
4. provide internal quality assurance of your assessments;
5. register you with your awarding organisation within the awarding organisation's timescale (see section 6);
6. claim your certificate once you have met all requirements and the results have passed quality assurance;
7. provide information, advice and guidance, welfare support, and the support and reasonable adjustments for additional needs set out in UKV-QA-32, UKV-QA-11 and UKV-QA-18, at no cost to you; and
8. handle your personal data in line with UKV-QA-29 Data Protection and Records Retention Policy.

6. Start options, cancellation and registration

1. You have a legal right to cancel within 14 days starting the day after the contract date, without giving a reason. There is no 28-day or 30-day statutory refund right for courses.
2. You choose on the Learner Agreement either a **standard start** (full course access from day 15) or an **immediate start** (access from enrolment). If you choose immediate start and then cancel within 14 days, you pay a proportionate amount for the course provided up to your cancellation. If you choose standard start and cancel within 14 days, you receive a full refund.
3. UK Versity does not register you with your awarding organisation during the 14-day cancellation period unless you ask in writing for early registration. UK Versity registers you from day 15 and within the awarding organisation deadline set out in UKV-QA-07 Registration and Certification Policy.
4. After the cancellation period you can still end your course at any time, and the refund schedule in UKV-QA-08 section 7 applies.
5. Full details, including how the proportionate amount and refunds are calculated and the model cancellation form, are in UKV-QA-08.

7. Fees and payment

1. You agree to pay the course fee shown in your enrolment confirmation, either in full or under an approved payment plan.
2. Your course fee includes tuition, materials, tutor support, assessment, internal quality assurance, awarding organisation registration and your first certificate, unless the course page states otherwise.
3. Any possible additional costs are listed on the course page before you enrol. UK Versity will not charge anything that was not disclosed.
4. If you pay by instalments and miss a payment, UK Versity may pause your Moodle access after giving you 7 days' notice, and may withdraw you if your account is more than 60 days in arrears, after 14 days' written notice. For OTHM Qualifications learners, registration and certification are not deferred or withheld because an instalment is outstanding.

8. What you agree to do

You agree to:

1. give UK Versity accurate information and genuine identity and qualification documents;

2. keep your contact details up to date;
3. engage with your course and meet the minimum engagement standard in UKV-QA-12 Attendance and Engagement Policy;
4. submit only your own work, declare any permitted use of AI tools, and follow UKV-QA-19 Academic Integrity, Plagiarism and Use of AI Policy;
5. treat staff and other learners with respect, online and offline, in line with the UKV-QA-10 Learner Agreement and UKV-QA-30 Acceptable Use, E-Safety, Email and Social Media Policy;
6. keep your Moodle login details private and not share access with anyone; and
7. not copy, share, sell or publish UK Versity learning materials, which are protected by copyright, except for your own study.

9. Changes

1. UK Versity may make minor changes to how your course is delivered (for example changing a tutor, a session time or updating materials) where the change does not materially affect what you were promised.
2. If a change is needed because the awarding organisation changes or withdraws the qualification, because the law or a regulator requires it, or because of events outside UK Versity's reasonable control, UK Versity will tell you in writing as soon as possible, explain your options and give you at least 30 days' notice where it can.
3. If a change materially affects your course, you can choose to accept it, transfer to an alternative course, or end your contract and receive a refund of the fees paid for the part of the course not delivered, under UKV-QA-04 Learner Protection and Qualification Withdrawal Policy.
4. UK Versity will not increase your course fee after the contract date.

10. Access period

1. Your Moodle access lasts for the planned programme duration stated in your enrolment confirmation, and continues until the end of your awarding organisation registration period if you have not finished.
2. Registration periods are set by the awarding organisation (for example NCFE automatically withdraws learners after 36 months; Pearson registrations are valid for up to 5 years). If your registration expires before you finish, you may need to re-register and pay the awarding organisation's fee.
3. You can ask for a break in learning under UKV-QA-11. A break does not extend the awarding organisation registration period.

11. Ending the contract

1. You can end the contract at any time by telling UK Versity in writing. Refunds follow UKV-QA-08.
2. UK Versity can end the contract by giving you written notice if: you have given false information or documents at enrolment; a finding is made against you under UKV-QA-20 Malpractice and Maladministration Policy and Procedure; you seriously or repeatedly breach the Learner Agreement; or your account is more than 60 days in arrears and you have not agreed a revised plan. Before ending the contract UK Versity will tell you the reason and give you the chance to respond, except where there is a safeguarding risk.
3. If UK Versity ends the contract under point 2, the refund schedule in UKV-QA-08 section 7 applies as if you had cancelled on the date of the decision.

12. Liability

1. Nothing in these terms limits UK Versity's liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.
2. UK Versity is responsible for loss you suffer that is a foreseeable result of UK Versity breaking this contract or failing to use reasonable care and skill. UK Versity is not responsible for loss that was not foreseeable.
3. UK Versity's total liability to you under this contract is limited to the course fee you paid, except as set out in point 1.
4. UK Versity is not responsible for delays or failures caused by events outside its reasonable control, including awarding organisation systems, internet outages outside UK Versity's systems, or your own equipment and connection. UKV-QA-03 Business Continuity, Contingency and Disaster Recovery Policy sets out how UK Versity protects learners in these situations.
5. The award of a qualification depends on you meeting the awarding organisation's requirements. UK Versity cannot guarantee a particular grade, a university place or a job.

13. Complaints and appeals

If you are unhappy with UK Versity's service, use UKV-QA-24 Complaints Policy and Procedure. If you want to challenge an assessment decision, use UKV-QA-23 Appeals Policy and Procedure. Both policies are given to you at induction and are on the UK Versity website. After UK Versity's procedures are complete you may be able to take your complaint to your awarding organisation, to Ofqual, or to the British Accreditation Council under its complaints procedure. The Completion of Procedures letter under UKV-QA-24 gives details of a competent alternative dispute resolution entity and whether UK Versity will use it; you can also get free advice from the Citizens Advice consumer helpline.

14. General

1. If any part of these terms is found to be unenforceable, the rest remains in force.
2. UK Versity reviews these terms every year to check they are fair and transparent under Part 2 of the Consumer Rights Act 2015.
3. These terms are governed by the law of England and Wales. You can bring proceedings in the courts of England and Wales, or in the courts of the part of the United Kingdom where you live.

15. Roles and responsibilities

Role	Responsibility
Principal	Owens and approves these terms; decides on ending a contract under section 11
Registrar	Issues the terms with every enrolment and records the learner's acceptance
Financial Controller	Applies the fee, payment and refund terms
Centre Coordinator	Makes sure course pages and agents give the pre-contract information in section 4.3
Quality Manager	Checks each year that these terms, UKV-QA-08, UKV-QA-10 and the course pages are consistent

16. Related policies and legislation

- UKV-QA-04 Learner Protection and Qualification Withdrawal Policy
- UKV-QA-07 Registration and Certification Policy
- UKV-QA-08 Fees, Payment, Cancellation and Refund Policy
- UKV-QA-10 Learner Agreement
- UKV-QA-12 Attendance and Engagement Policy
- UKV-QA-19 Academic Integrity, Plagiarism and Use of AI Policy
- UKV-QA-23 Appeals Policy and Procedure
- UKV-QA-24 Complaints Policy and Procedure
- UKV-QA-29 Data Protection and Records Retention Policy
- UKV-QA-32 Supporting Learners with Additional Needs and Disabilities Policy
- Consumer Rights Act 2015
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Digital Markets, Competition and Consumers Act 2024
- Competition and Markets Authority, consumer law advice for higher education providers (2023), used as a benchmark

17. Monitoring and review

The Principal reviews these terms annually with the Quality Manager and Financial Controller, using complaints, refund data and learner feedback. The terms are reviewed earlier if consumer law, awarding organisation rules or BAC standards change. Each learner's accepted version of these terms is kept with their contract records for 6 years after the contract ends.

Approval and review

Stage	Name and role	Date
Prepared by	Director of Education	30 September 2026
Checked by (policy owner)	Principal	30 September 2026
Approved by	Ramanjeet Singh, Principal and Director of Education, on behalf of the Academic Board	1 October 2026
Next review due	Quality Manager (Shazia Khan) to schedule through the Policy Register UKV-QA-REG	September 2027