# **Terms and Conditions of Enrolment**

for entry on the MBBS Programme at The Pears Cumbria School of Medicine on or after 1 August 2025



# ABOUT THE CONTRACTUAL RELATIONSHIP BETWEEN YOU, IMPERIAL AND UoC

- Imperial College of Science, Technology and Medicine ("Imperial") and the University of Cumbria ("UoC") (together "we", "us", "our") have partnered to establish The Pears Cumbria School of Medicine ("PCSM"), located at UoC's campus in Cumbria, England.
- Both universities are committed to providing a high-quality education to help applicants and students ("you") achieve your academic goals, and ensure your safety, wellbeing and the quality of education you receive whilst studying with us.
- 3. This agreement is designed to clarify your relationship with both universities and the rules that govern your time at PCSM. Including outlining what you can expect from Imperial and UoC, and what we can expect from you as a student.
- 4. Imperial is responsible for registering students and overseeing their studies. This means that your contract for your education, including your rights and obligations as a student, is with Imperial and is set out in these terms and conditions. However, you will also need to follow some rules, regulations, policies and procedures set by UoC, to reflect the joint operation of PCSM.

# Who should read this document

- 5. Prospective students should read this document to understand the terms which apply to our application process and, separately, the terms which will apply should you accept your offer and register as a student at Imperial.
- 6. Current students should read this document to understand the terms which apply to their studies.

# About Imperial, UoC and PCSM

- 7. Imperial College of Science, Technology and Medicine is an independent corporation whose legal status derives from a Royal Charter with Royal Charter number RC000231 and charity number X2361. Our principal office is at The Faculty Building, Exhibition Road, South Kensington, London SW7 2AZ. Our VAT number is GB 649 9266 78 and our EORI number is GB 649 9266 78 000. Our UKPRN is 10003270.
- 8. **University of Cumbria** is an exempt charity and company limited by guarantee (with company number 06033238).

Our principal office is at University of Cumbria, Fusehill Street, Carlisle, CA1 2HH.

9. **The Pears Cumbria School of Medicine** is a collaboration, governed by the terms of a collaboration agreement between Imperial and UoC.

### Accepting your offer of a place

- 10. When you accept the offer of a place on a programme at PCSM, we enter into a contract. Our contractual relationship is governed by the body of rules, regulations, policies and procedures (as may be updated from time to time) which are referred to in this document. Please read this information carefully, particularly those documents and web-pages (referred to at the end of these terms and conditions) which are relevant to your studies, including:
  - a) these terms and conditions;
  - b) the programme specification relevant to your studies;<sup>1</sup>
  - c) the terms and conditions of your offer letter;
  - Imperial's Charter, Statutes, Ordinances, Regulations, and the body of rules, policies and procedures (as may be updated from time to time) made under them;<sup>2</sup> and
  - Such current additional regulations, rules, policies and procedures as required by UoC, during your time at PCSM.<sup>3</sup>

# Admissions

- 11. For prospective students, information on how we will handle your application and our admission policies and procedures (including details of our deferment policy and on your right to cancel) is published on Imperial's website.<sup>4</sup>
- 12. Please also see the provisions in relation to admission in the Regulations for Taught Programmes of Study.<sup>5</sup>
- 13. You become a student when you accept our offer, meet any conditions attached to it, and register at the start of your programme. There may be limited circumstances where our offer can be withdrawn by us after it has been accepted; we will let you know if this happens.

### **Registration and enrolment**

14. You are required to complete Imperial's registration process at the start of your programme, and Imperial's enrolment process at the start each academic year of your programme.<sup>6</sup> Please also see the provisions in relation to registration in the Regulations for Taught Programmes of Study or other relevant regulations which apply to your

programme of study, referred to under "Student regulations". To find out more about teaching delivery, refer to the programme specification and information provided to you by PCSM.<sup>1</sup>

- 15. Upon completion of your registration at Imperial, you will automatically be registered as an "Associate Student" at UoC. Associate Student status is provided to facilitate access to relevant physical and online resources of UoC. Your Associate Student status at UoC will come to an end when your registration with Imperial ends.
- 16. Information on returning or planning to return your programme after serving a custodial sentence is available in Imperial's policy on the Admission, Registration and Enrolment of Ex-Offenders.<sup>7</sup>
- 17. Imperial College Union is a student-led, democratically run charity, committed to enhancing the student experience for all of its members. Every registered student of Imperial is automatically a member of Imperial College Union unless, under the provisions of the Education Act 1994, you have formally opted out of students' union membership by recording that decision with Imperial's Academic Registrar.<sup>8</sup>
- 18. The University of Cumbria Students' Union (UCSU) is recognised by the UoC University Board as an association of students of the university as defined in the UoC Articles of Association. As prescribed in the UoC Articles of Association, UCSU conducts and manages its own affairs and funds in accordance with a constitution approved by the UoC University Board. PCSM students will become Associate Members of UCSU. Associate Members shall not be permitted to vote or stand for office in UCSU elections, ballots or referenda. Associate Members shall be entitled to use all other services and facilities provided by UCSU, join any UCSU club, society or group and participate in their activities and hold office in any UCSU club or society. PCSM students wishing to relinquish their right to associate membership of UCSU may do so at any point during their programme by writing to the Students' Union. PCSM students may regain their associate membership by further writing to the Union and their rights will be reinstated.

#### YOUR OBLIGATIONS AS A STUDENT AT PCSM

# Important academic and other regulations that apply to your place on your programme

- 19. The student regulations describe the academic rules by which Imperial manages and awards degrees, including the requirements you must meet to complete your degree, comprising:
  - a) the Regulations for Taught Programmes of Study;<sup>5</sup>
  - b) the Academic Policies and Procedures which supplements the Regulations for Taught Programmes of Study, and safeguards the integrity of our exams

and assessments, including rules on academic integrity, academic misconduct, and research misconduct;<sup>9</sup>

- c) the specific rules which apply if you wish to withdraw, interrupt your studies or transfer to a different programme;<sup>10</sup> and
- d) such **other regulations** as we may from time to time approve.

# How we expect you to conduct yourself at PCSM and disciplinary action we may take

- 20. You must comply with Imperial's rules and procedures governing your conduct and behaviour. These are set out in Imperial's College Regulations, in particular Regulation 18.<sup>11</sup> In addition, Imperial has approved a Student Code of Conduct which sets out our expectations for your behaviour and will apply during your studies, whilst on UoC premises and on placement.<sup>12</sup>
- 21. You must also comply with the other rules and instructions we give you and the rules which apply in specific circumstances. These include your obligations under our:
  - a) Information Security Policy, IT Acceptable Use policy and policy on monitoring electronic communications;<sup>13</sup>
  - b) Research Data Management Policy;<sup>14</sup>
  - c) Student Alcohol and Substance Misuse Policy;15
  - d) Imperial's and UoC's Library Regulations;<sup>16</sup>
  - Policies and procedures for ensuring the health and safety of all persons who may be affected by our activities across all delivery locations;<sup>17</sup>
  - f) Procedures for programmes which also lead to professional qualifications. You will also need to comply with the rules of the General Medical Council. We may need to disclose information about your studies to those third parties. In addition, we are required to ensure that medical students are fit to practise medicine. Further information on our 'Fitness to Practise' procedure is available here;<sup>12</sup> and
  - g) Programme- and department-specific rules and regulations. Please speak to your Departmental contact if you have any questions about these.

#### Tuition fees, programme costs, scholarships and bursaries

- 22. You must pay the tuition fees and additional charges which are due for your programme. The fees you pay will depend on your fee status. Information about our fees and additional charges, our payment terms, and how we manage non-payment is available on Imperial's website.<sup>18</sup>
- 23. Your tuition fee payment terms and information relating to inflationary increases are set out on Imperial's website.<sup>19</sup>
- 24. Any student whose sessional tuition fees have not been paid in full may not be allowed to proceed to the next year of the programme (if on a programme of more than one year) and may be required to withdraw from Imperial. If

any fees are still unpaid at the time when a student enters for the last examination necessary to qualify for the award of a degree/diploma, the award may not be conferred and no certificate in respect of the award will normally be issued until the debt has been paid in full.

- 25. Your fee status is determined at the point of application and included in your offer letter. By completing registering as a student, you confirm that you accept your fee status as correct. If your eligibility to pay the Home rate of fee changes during your studies, you can become eligible to pay fees at the new rate from the start of the following academic year.
- 26. Please note that there may be additional costs associated with your programme of study. Any additional programme costs are set out in the programme specification for your programme. You are strongly advised to read through this information to ensure you understand all the costs associated with your programme.
- 27. In addition to tuition fees and programme costs, you are advised to ensure you have sufficient funds to cover your living costs while studying at PCSM. Indicative living costs are set out on Imperial's website.<sup>20</sup>
- 28. You may be eligible for scholarships, bursaries or other funding to support your studies at PCSM. Funding may be withdrawn in accordance with (or by reference to) the terms upon which such funding has been made. Information about the rules that apply if you would like to apply for scholarship, bursary, or other funding from Imperial (including our funding terms and conditions) is available on Imperial's website.<sup>21</sup>

#### International students, visas and ATAS

- 29. Unless you are studying on a programme that is delivered fully online, you must have the right to enter, live and study in the United Kingdom and, where required, provide us with information that we consider to be satisfactory so that we can verify this. If applicable, you must have a valid visa and Academic Technology Approval Scheme (ATAS) certificate for the duration of your programme. From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify your identity and the source of funds you are using to pay the fees. You must provide Imperial with the information and documentation we ask for.
- 30. If we sponsor your visa, you must comply with the responsibilities and restrictions attached to it.
- 31. We are not liable for any cost that may be incurred by you to comply with immigration and programme of study regulatory requirements.
- 32. In order to comply with our responsibilities as a licensed Student Sponsor, we may need to provide information relating to you to the Home Office (regardless of whether

we sponsor your visa), including information on your immigration status, attendance, and any changes in your circumstances.<sup>22</sup>

### YOUR RIGHTS AND WHAT YOU CAN EXPECT FROM IMPERIAL AND UoC

#### Living in University accommodation

33. If you live in accommodation managed by UoC, this will be provided on the basis of a separate accommodation licence. You must comply with the terms and conditions of the accommodation licence you enter into for the relevant academic year.<sup>23</sup>

#### Your right to complaint and appeals

- 34. If you wish to complain about your application to study at PCSM, you should refer to Imperial's Procedure for Dealing with Complaints by Applicants.<sup>12</sup>
- If you wish to complain about your experience as a student at PCSM, you should complete the complaints form on Medlearn.<sup>24</sup>
- 36. Complaints will be categorised and dealt with either under the Imperial Student Complaints Procedure or under the UoC Student Complaints Procedure, depending on the nature of the complaint. You will be informed under which procedure your complaint is being considered.<sup>25</sup>
- 37. If you wish to appeal against decisions made by the Board of Examiners in respect of your assessments, decisions about mitigating circumstances or other academic matters, such appeals are governed by Imperial's Academic Regulations and associated policies and procedures.<sup>12</sup>
- 38. Appeals against penalties imposed under Imperial's Student Disciplinary Procedure are dealt with in accordance with that procedure.<sup>12</sup>

#### Wellbeing and student support services

- 39. UoC has a Mental Health and Wellbeing Service which is available to PCSM students. Information on all of the support we offer is available on Medlearn.<sup>24</sup> Support on a wide range of issues is also available from Imperial College Union.<sup>26</sup>
- 40. Information for students who may be disabled or who may have a specific learning difficulty, including the adjustments and support we offer, is available from UoC's Disability Service.<sup>24</sup>
- 41. **The Prevent Duty:** Information on what you should do if you are concerned about the wellbeing of members of PCSM who may be vulnerable to radicalisation is available on Imperial's website.<sup>27</sup>

- 42. **Relationships between staff and students:** Where you have a pre-existing relationship, or develop a relationship during the programme of study, with a member of staff such that there is a potential conflict of interest, especially with regard to your assessment, you and the member of staff must declare this in confidence to the Head of PCSM at the start of the programme of study, or at the point at which the relationship has started if this is during the programme of study.
- 43. **Student Protection Plan:** Imperial's Student Protection Plan will apply to students at PCSM and sets out what students can expect to happen should a programme, campus or institution close.<sup>28</sup>

#### Where we need to make changes to our contract with you

- 44. There may be circumstances in which we may need to make changes to our programmes. Our approach to changes to programmes is set out on Imperial's website.<sup>29</sup>
- 45. The body of rules, regulations, policies and procedures which regulate our relationship may change from time to time. In particular, our academic regulations are reviewed, updated and published prior to the start of each academic year (and are available in pdf format for you to download). Where practicable, we will give you notice of any planned changes that we regard as significant. Please re-visit our websites to find the most up-to-date versions of the information.

#### **IMPORTANT LEGAL INFORMATION**

### Data protection and privacy

46. Information on how we use your personal data and rights is available in PCSM's privacy notice.<sup>30</sup> More general information on our approach to data protection is also available on Imperial's website.<sup>31</sup>

#### Intellectual property and programme material ownership

- 47. Generally speaking, you will own intellectual property that you generate during your studies. However, there are several exceptions to this. Our Intellectual Property Policy, which lists these exceptions, and associated guidance is available on Imperial's website.<sup>32</sup>
- 48. Imperial owns the copyright of all programme materials including, but not limited to, lecture notes, presentations, online materials, examinations and assessments. You are permitted to use these for your own personal use as part of your study, but these must not be shared with any third parties, including students from other educational institutions. It is strictly prohibited to sell or offer to sell or otherwise provide any programme materials to third parties, including parties who subsequently offer University content for sale on internet sites. You will be in breach of the Student Code of Conduct if you do so, and

Imperial may take action accordingly. Imperial also reserves the right to seek damages.

# Imperial's insurance and our recommendation to obtain personal cover

49. Imperial and UoC maintain Employers' Liability and Public Liability insurance policies. We strongly recommend you make arrangements for insurance to cover loss or damage to your personal possessions and, if you are not eligible for free treatment on the NHS, health insurance for your time in the UK. Further information on the insurance maintained by Imperial is available on our website.<sup>33</sup>

#### **Circumstances beyond Imperial's control**

- 50. Where Imperial or UoC is affected by an event caused by circumstances beyond our reasonable control (see below for examples) we shall take all reasonable steps to continue to provide educational services (including by providing them remotely if appropriate). Provided that we have acted reasonably we shall not be liable to you for delaying or failing to perform the obligations we have as part of our contractual relationship (including where parts or all of your programme are cancelled, modified or delayed, or where we provide educational services remotely).
- 51. Examples of circumstances that are beyond our reasonable control include, but are not limited to: acts of God; war; strikes or labour disputes (not involving university staff); embargoes; acts of competent government or regulatory authorities; pandemic, quarantine or widespread illness; illness of members of staff; power failure or utility interruption; actual, suspected or threatened act of terrorism; riot, civil disorder or any other 'force majeure' event.
- 52. The contractual relationship between us is governed by English Law and all parties must bring legal proceedings in respect of this contractual relationship in the English courts. If for any reason we do not enforce any part of this contractual relationship, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) for the rest of this contractual relationship.

#### When our contract with you will end

- 53. Our contractual relationship will come to an end in the following circumstances:
  - a) automatically on completion of your programme;
  - b) where you voluntarily decide to withdraw;<sup>34</sup>
  - c) where Imperial requires you to withdraw, for example:
    - i) under Imperial's Academic Regulations;<sup>5</sup>
    - ii) under Imperial's Student Disciplinary Procedure;
    - iii) under Imperial's Fitness to Practise Medicine Procedures;

- iv) under Imperial's Fitness to Study Procedure;
- v) under Imperial's Academic Misconduct Procedures; or
- vi) under Imperial's Unsatisfactory Engagement Procedure.<sup>12</sup>
- 54. We also reserve the right to bring our contractual relationship to an end in the following circumstances:
  - a) if you lack or cease to have the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission or if you fail to comply with any immigration conditions;
  - b) if you are required to have an Academic Technology Approval Scheme (ATAS) certificate in respect of your studies or research with us but do not, or cease to, have such a certificate, or if you fail to comply with its terms.
- 55. Once our contractual relationship comes to an end, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding fees and our rules on IP. After the contractual relationship ends, each party will keep any rights each has under, or as a matter of, general law.
- 56. Separate rules apply to prospective students who have not yet registered at Imperial.<sup>4</sup>

### Additional rules, regulations, policies and procedures

- 57. Inevitably there will be other rules, regulations, policies and procedures which are relevant to your studies but which are not included in these terms and conditions, including those which apply to particular programmes, departments, or specific issues.
- 58. In addition, if as part of your programme you spend time at another university, business or organisation in the UK or overseas (for example on a placement), the rules and regulations of that body may also apply to you when you are there.
- 59. Please ask us if you have any questions about this or if you are unsure about the rules which apply in any situation.

#### QUESTIONS AND CONTACT DETAILS

60. If you have any questions about these terms and conditions or the contractual relationship between you, Imperial and UoC please contact: the PCSM Head of Operations: c.harris@imperial.ac.uk

#### **KEY DOCUMENTS AND WEB PAGES**

referred to in these terms and conditions

<sup>1</sup> www.imperial.ac.uk/staff/tools-and-reference/quality-assurance-enhancement/programme-information/programme-specifications/

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- <sup>19</sup> www.imperial.ac.uk/study/fees-and-funding/tuition-fees/payment-terms/
- <sup>20</sup> www.imperial.ac.uk/study/fees-and-funding/living-costs/
- <sup>21</sup> www.imperial.ac.uk/students/fees-and-funding/undergraduate-funding/bursaries-and-scholarships/
- <sup>22</sup> www.imperial.ac.uk/study/international-students/
- <sup>23</sup> www.cumbria.ac.uk/student-life/accommodation/Conditions-of-Residence-(1).pdf
- <sup>24</sup> https://medlearn.cumbriamed.ac.uk
- <sup>25</sup> www.imperial.ac.uk/about/governance/academic-governance/academic-policy/complaints-appeals-and-discipline/ and
- https://my.cumbria.ac.uk/Student-Life/Support/Responding-to-your-concerns/Student-Complaints-Procedure/
- <sup>26</sup> www.imperialcollegeunion.org/advice
- <sup>27</sup> www.imperial.ac.uk/admin-services/legal-department/what-we-do/prevent/
- <sup>28</sup> www.imperial.ac.uk/students/terms-and-conditions/student-protection-plan/
- <sup>29</sup> www.imperial.ac.uk/study/apply/course-changes/
- <sup>30</sup> https://cumbriamed.ac.uk/wp-content/uploads/2024/09/Privacy-Notice-for-Students-and-Prospective-Students-Pears-Cumbria-School-of-Medicine.pdf
- <sup>31</sup> www.imperial.ac.uk/admin-services/secretariat/university-governance-structure/privacy-notices/
- <sup>32</sup> www.imperial.ac.uk/research-and-innovation/research-office/research-policies/research-related-policies/ip-policy/
- <sup>33</sup> www.imperial.ac.uk/finance/financial-services/insurance/
- <sup>34</sup> www.imperial.ac.uk/student-records-and-data/for-current-students/undergraduate-and-taught-postgraduate/changes-to-registrationstatus/

<sup>&</sup>lt;sup>2</sup> www.imperial.ac.uk/admin-services/secretariat/university-governance-structure/ <sup>3</sup> See Appendix 1 <sup>4</sup> www.imperial.ac.uk/students/terms-and-conditions/admissions/ <sup>5</sup> www.imperial.ac.uk/about/governance/academic-governance/regulations/ <sup>6</sup> www.imperial.ac.uk/students/new-students/postgraduates/before-you-arrive/enrolment/online-enrolment/ <sup>7</sup> www.imperial.ac.uk/about/governance/academic-governance/academic-policy/admissions/ <sup>8</sup> www.imperialcollegeunion.org <sup>9</sup> www.imperial.ac.uk/about/governance/academic-governance/academic-policy/exams-and-assessment/ and also www.imperial.ac.uk/student-records-and-data/for-current-students/undergraduate-and-taught-postgraduate/exams-assessments-andregulations/ <sup>10</sup> www.imperial.ac.uk/student-records-and-data/for-current-students/undergraduate-and-taught-postgraduate/changes-to-registrationstatus/ <sup>11</sup> www.imperial.ac.uk/admin-services/secretariat/university-governance-structure/charters/ <sup>12</sup> www.imperial.ac.uk/about/governance/academic-governance/academic-policy/complaints-appeals-and-discipline/ <sup>13</sup> www.imperial.ac.uk/media/imperial-college/administration-and-support-services/secretariat/public/college-governance/charters-statutesordinances-regulations/policies-regulations-codes-of-practice/information-systems-security/Information-Security-Policy-v7.0.pdf and https://my.cumbria.ac.uk/media/MyCumbria/Documents/Information-Security-Policy.pdf and https://my.cumbria.ac.uk/media/MyCumbria/Documents/Digital-Resource-Acceptable-Use-Policy.pdf and https://my.cumbria.ac.uk/media/E-safety-Policy.pdf and https://my.cumbria.ac.uk/media/Internet-Content-Filtering-Policy.pdf <sup>14</sup> www.imperial.ac.uk/research-and-innovation/support-for-staff/scholarly-communication/research-data-management/imperial-policy <sup>15</sup> www.imperial.ac.uk/media/imperial-college/current-students/public/Student-Alcohol-and-Substance-misuse-policy.pdf <sup>16</sup> www.imperial.ac.uk/admin-services/library/use-the-library/regulations-and-policies/library-regulations/ and https://my.cumbria.ac.uk/Student-Life/Learning/Libraries/Library-Etiquette/

<sup>&</sup>lt;sup>18</sup> www.imperial.ac.uk/study/fees-and-funding/tuition-fees/

# Appendix 1: PCSM Terms and Conditions of Enrolment – University of Cumbria Policies and Procedures

All UoC policies are subject to change in line with legislation, sector developments and best practice.

- Information security policy
- Digital resource acceptable use policy
- E-safety policy
- Internet content filtering policy
- <u>Student complaints procedure</u>
- Library Etiquette
- <u>Conditions of Residence</u>
- <u>CCTV</u>

# **Equality, Diversity & Inclusion**

The University of Cumbria is committed to providing an inclusive environment, where staff, students and visitors are encouraged to be their true self, in order to enhance the individual and collective experience. As a university community, we share the social responsibility of enabling this inclusive environment by valuing, respecting and celebrating differences, to ensure that we generate a sense of understanding and belonging.

The university recognises that our differences are our strength, seeking and valuing different perspectives and ideas, in an environment that is without prejudice and bias. We are committed to embracing our responsibility as a facilitator of change and continue to develop our equality agenda in line with and, where appropriate, beyond the Equality Act 2010. We do not tolerate discrimination, bullying or harassment in any form on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

For further information, please visit Equality, Diversity & Inclusion

In addition, there is a suite of relevant Health & Safety and campus related polices that need to be adhered to.