Future Learn

Higher Education Services Student Terms and Conditions

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Higher Education Services Student Terms and Conditions 2025/2026

1.0 Introduction

- **1.1** It is important that you read these Terms and Conditions, together with our Privacy Policy, before you make an Application or accept an Offer so that you understand fully the commitment we make to you as a provider of Higher Education, and your obligations to us. Among other things, it explains who we are, how we will deliver programmes to you, how you, or we, can terminate the contract, and what to do if there is a problem or you wish to make a complaint. If you think that there is a mistake in these Terms and Conditions, please contact us to discuss.
- **1.2** These Terms and Conditions form the basis of the relationship between FutureLearn Limited ("**FutureLearn**") and you for one of our online master's degree programmes validated by the Awarding Body (defined below). FutureLearn is responsible for the design, delivery, and day-to-day management of your Programme. The Awarding Body is strictly responsible for the academic quality assurance of your Programme and for awarding your final qualification. Your Contract is and will always be with FutureLearn and FutureLearn is responsible for the delivery of your Programme.
- **1.3** These Terms and Conditions shall not apply to students who are enrolled for:
 - **1.3.1** an online degree with one of our OPM Partners those students are subject to the terms and conditions of the relevant OPM Partner;
 - **1.3.2** a short course (without an accreditation) or ExpertTracks;
 - **1.3.3** microcredentials (without university credits).

2.0 About FutureLearn and How to Contact Us

- **2.1** We are FutureLearn Limited, a company registered in England and Wales. Our company registration number is 08324083 and our registered office is at Buchanan House, 30 Holborn, London, England, EC1N 2HS FutureLearn. Our registered VAT number is GB 322 9894 74.
- 2.2 You may contact us by:
 - **2.2.1** Email: studentservices@futurelearn.com
- **2.3** We will acknowledge your enquiry by email in the first instance.
- **2.4** If we have to contact you, we will do so by telephone, SMS text message or by writing to you at the email address or postal address you provided to us in your Application.

3.0 Definitions

3.1 In these Terms, the following definitions shall apply:

"Application" means your application to join a Programme.

"Awarding Body" means the partner institution identified in your Offer which

operates as an awarding body, that is responsible for providing

the final academic award to you and ensuring that the Programme, designed and delivered by FutureLearn, meets

certain academic standards.

"Cancellation Period" has the meaning set out in clause 15.1.

"Contract" has the meaning set out in clause 4.1.

"Force Majeure Event" has the meaning set out in clause 21.2.

"FutureLearn", "we", "us" and "our" means FutureLearn Limited, a company registered in England

and Wales, with company registration number 08324083 and whose registered office is at Buchanan House, 30 Holborn,

London, England, EC1N 2HS.

"Learning Environment" means the online distance learning environment(s) you have

available to you to aid your studies.

"Offer" means our written offer to you of a place on a Programme,

sent to you directly by FutureLearn.

"OPM Partners" means Brunel University of London and the University of

Roehampton.

"Policies and Procedures" means our rules, policies procedures and other regulations in

force from time to time that are relevant to your Programme and that are made available to you on our website (see progress.futurelearn.com/policies-and-regulations) or

otherwise provided to you.

"**Programme**" means the master's degree programme validated by the

Awarding Body as described in your Offer.

"Programme Fees" means the fees applicable to your Programme, as set out in

your Offer.

"Programme Information" means subject to these Terms, the description of the

Programme set out on our website as at the date you accept your Offer and the Programme information sheet provided with

your Offer (if applicable).

"Programme Materials" means any learning materials supplied by us to you as part of

your enrolment on the Programme.

"Student Handbook" means the digital handbook given to you as part of joining a

Programme.

"**Terms**" means these Terms and Conditions.

"VLE" means the online or virtual learning environment through

which you study a Programme and any replacement VLE we

use to deliver your educational services.

"Website" means our website at <u>progress.futurelearn.com</u> where you can

apply for a programme.

"you" and "your" refers to you, the student or applicant.

4.0 Contract

4.1 By accepting our Offer of a place on a Programme, you accept these Terms in full, which along with:-

- 4.1.1 your Offer;
- 4.1.2 the Academic Regulations;
- 4.1.3 the Programme Information;
- 4.1.4 the Fees and Fee Payment Policy;
- 4.1.5 the Refund and Compensation Policy;
- 4.1.6 the Student Handbook;
- 4.1.7 the Changes Policy; and
- 4.1.8 our other Policies and Procedures
- **4.1.9** form the contract between you and FutureLearn in relation to your Programme (the "Contract").
- **4.2** The Contract is subject to these Terms and is created once you accept the Offer.

5.0 Applying to Study

- **5.1** What you need to do:
 - **5.1.1** To join a programme you need to apply online through our Website and submit all documentation as requested. Our application process allows you to check and amend your Application before submitting it.
 - **5.1.2** You must submit your Application within the 12-month window before the start of your chosen programme. To be considered for joining a programme you must satisfy our

entry requirements for that Programme specified on our Website and be able to produce appropriate evidence that you satisfy these requirements.

- **5.1.3** You must confirm the country in which you are legally resident in your Application, and you must provide evidence of your identity, nationality and date of birth. If you fail to disclose this information, or disclose inaccurate or fraudulent information, we will reject your Application, withdraw your Offer, and/or cancel your enrolment on a Programme with immediate effect.
- **5.1.4** You must provide evidence that you have reached the required standard of English language proficiency to enable you to participate fully in your chosen Programme. We reserve the right to withdraw our Offer to you or cancel your enrolment on a Programme if it becomes apparent to us in our reasonable opinion that your English language proficiency is inadequate to cope with the demands of the Programme.
- **5.1.5** If we make you an Offer, you must accept the Offer in writing and you must confirm that you can pay the Programme Fees before we grant you access to your Learning Environment and/or release learning materials to you.

5.2 What we will do:

- **5.2.1** If your Application is incomplete, we will attempt to contact you to clarify and/or complete the missing information before processing your Application.
- **5.2.2** We will make you an Offer to join a Programme if we approve your Application. There may be conditions attached to this Offer, for example if you have not yet received a ratified award of your previous qualification. If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.
- **5.2.3** Our Offer will be valid for acceptance from the date of the Offer for 12 months, unless we agree otherwise.
- **5.2.4** We will write to you if we cannot accept your Application or decide to withdraw your Offer. Reasons for not accepting your application or withdrawing your Offer may include:
 - (a) failure to meet our entry requirements for the Programme;
 - (b) failure to make Programme Fees (if applicable) by the date set out in your Offer;
 - (c) failure to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check (if applicable);
 - (d) you have deliberately submitted misleading and/or inaccurate information as part of your Application; or
 - (e) your Application was incomplete and we were unable to contact you to rectify the omission(s).
- **5.2.5** If we reject your Application in accordance with this clause 5.2 and you have already paid Programme Fees, we will refund you the full amount within the timescales set out in the Fees and Fee Payment Policy.

5.3 For further information about applying to study with FutureLearn, please refer to our <u>Admissions Policy</u>.

6.0 Disabled Applicants

- **6.1** FutureLearn is committed to a positive student experience by creating an inclusive environment for learning. FutureLearn complies with its anticipatory duty under the Equality Act 2010 by considering the needs of students at all stages of the student life cycle. It aims to reduce the need for individual adjustments by creating an inclusive environment for students to learn and succeed.
- **6.2** FutureLearn endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on Application. Students who choose not to share at the Application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with Student Support at: studentservices@futurelearn.com at the earliest opportunity so that they are aware of the support available.

7.0 Our Programmes

- **7.1** A Programme can be studied by online distance learning via our chosen VLE from anywhere in the world and permission to enter or remain in the UK is not a pre-requisite to being accepted on such a Programme.
- **7.2** We will use all reasonable efforts to deliver your Programme in line with your Offer and our Policies and Procedures.

8.0 Student Obligations

- 8.1 You agree to:-
 - 8.1.1 comply with these Terms;
 - **8.1.2** comply with FutureLearn's academic regulations, the Student Handbook and the Policies and Procedures;
 - **8.1.3** comply with the Awarding Body's policies and procedures found [in your Offer]/[insert]; and
 - **8.1.4** fulfil the academic requirements of your Programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

8.2 You can only extend the period of registration in exceptional circumstances with our written permission or that of the Awarding Body. Please see the Student Handbook for more information on the registration periods for each Programme.

9.0 Learning Environment

- **9.1** You will be able to access your Learning Environment, Programme Materials and tutor support once you have accepted our Offer and we have authorised your access. Your access will last for the duration of the Programme and will cease once you have completed it (unless the Contract is terminated earlier in accordance with its terms).
- **9.2** Access to your Learning Environment, Programme Materials and tutor support will be available for the duration of the Programme and three months thereafter (provided you have paid your Programme Fees).
- **9.3** Programme Materials and tutor support are designed to provide the information required to complete the Programme successfully.

10.0 Interactive Services

- **10.1** Once you have accepted your Offer and we have confirmed your access to the VLE, you undertake to agree to our Acceptable Use Policy. This governs your access to, and use of, our VLE as well as our right to update the content on it.
- **10.2** It is your responsibility to ensure you have all necessary access, network connections and equipment to access your Programme, and Programme Materials, via our Website and the VLE. The technical requirements can be found here: <u>Tech requirements for using FutureLearn</u> <u>FutureLearn</u>

10.3 You must not:

- **10.3.1** copy (except as permitted for normal use of the Programme), reproduce, translate, adapt, vary or modify any of the Programme Materials or software underlying the VLE, nor communicate them or it to any third party, without our prior written consent; or
- **10.3.2** remove, adapt or otherwise tamper with any copyright or trade mark notice, legend or logo which appears as part of the Programme Materials.
- **10.4** During your studies, we may refer you to content on non-FutureLearn websites. We do not accept any liability for any content or technical difficulties you experience on any such sites.

11.0 Assessments

11.1 A timetable is designed to help you prepare for assessments on your Programme and it is recommended that you follow the guidelines given. If you cannot meet assessment deadlines you must notify us immediately in writing.

- **11.2** Assessments should be submitted in accordance with the instructions on the VLE module page. Assessments submitted correctly before the deadline will be marked and we will provide feedback. Assessment outcomes will be governed by the academic regulations of the Awarding Body.
- **11.3** If your Programme includes an examination with a professional body, you are responsible for applying to sit such an examination with the relevant professional body unless we agree in writing to the contrary.
- **11.4** If you fail an assessment or examination, we reserve the right to charge a re-assessment fee if you wish to retake the assessment or examination.

12.0 Programme Transfer

- **12.1** If you wish to transfer to another Programme there must be space on that Programme, and you must meet the Programme's entry criteria. If your application to transfer is successful, we will inform you of any relevant changes, such as Programme Fees or timing, to help you decide if you wish to proceed.
- **12.2** If you have already paid the Programme Fees for your original Programme, we will refund the difference if the Programme Fees of your new Programme are lower; you will pay the difference to us if the Programme Fees of your new Programme are higher.
- 12.3 Please see our Transfer Policy and our Fees and Fee Payment Policy for further details.

13.0 Changes to Programmes

13.1 If circumstances arise where we are required to make changes to your Programme (for example, changes to the content or structure of your Programme, qualification to be awarded, mode of study, or teaching location and facilities) – we will deal with this in accordance with our Changes Policy.

14.0 Changes to Policies and Procedures

- **14.1** During your Programme, we may update and replace our Policies and Procedures from time to time in order to ensure that FutureLearn operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Programme (see clause 13 for provisions concerning changes to Programmes).
- **14.2** Any changes made under this clause 14 will normally come into effect at the start of the next academic year. FutureLearn will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- **14.3** The updated Policies and Procedures will be made available on the Website and may be publicised by other means so that students are made aware of any changes.

15.0 Your Termination Rights

- **15.1** You have the right to cancel the Contract and your acceptance of a place at FutureLearn for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day you accept an Offer from FutureLearn.
- **15.2** If you wish to end the Contract, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:
 - 15.2.1 contacting us using the contact information set out in clause 2.2; or
 - 15.2.2 using the Model Cancellation Form set out in the Appendix.
- **15.3** Subject to clause 15.4, if you cancel the Contract within the Cancellation Period, we will reimburse any Programme Fees received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- **15.4** If your Programme is due to begin within 14 days from the date you accept the offer of a place at FutureLearn then, by accepting your Offer, you are expressly agreeing that the Programme should begin within the Cancellation Period. If you then decide to withdraw from your Programme within the Cancellation Period you may be liable to pay a proportion of your Programme Fees, as set out in clause 15.5.
- **15.5** If you withdraw from your Programme after the Cancellation Period has expired, you may have to pay us for the part of the Programme provided up until the time you tell us that you wish to withdraw. Further details of your Programme Fee liability are set out in the Fees and Fee Payment Policy.

16.0 Our Termination Rights

- **16.1** Subject to us complying with the Policies and Procedures we may cancel the Contract at any time with immediate effect by giving you written notice if:-
 - **16.1.1** you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - **16.1.2** you do not pay your Programme Fees or Additional Costs within 30 days of us notifying you that your Programme Fees are outstanding;
 - **16.1.3** we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;

- **16.1.4** a Force Majeure Event prevents us from providing your Programme for longer than one term or 16 weeks (whichever is shorter);
- **16.1.5** you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out in the Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- **16.1.6** you are found guilty of a serious breach of our Policies and Procedures at a disciplinary hearing;
- 16.1.7 your conduct breaches our code of conduct as set out in the Student Handbook;
- **16.1.8** you share any Programme Materials with a third party without our prior written permission;
- **16.1.9** we are unable to contact you using the contact details which you provided during the Application process;
- **16.1.10** we reasonably determine that your standard of English language proficiency is insufficient to cope with the rigours of the Programme in accordance with clause 5.1.4; or
- **16.1.11** you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.
- **16.2** If we cancel the Contract in accordance with clause 16.1 (excluding clauses 16.1.3 and 16.1.4), you may be charged pro rata Programme Fees up to the date of termination. Further details are set out in the <u>Refund and Compensation Policy</u>. We will invoice you for any outstanding Programme Fees which will be payable within 14 days of the date of invoice. We will refund any Programme Fees which you have overpaid (if, for example, you have paid your Programme Fees in advance) within 14 days of the date of termination.
- **16.3** If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations for your Programme.

17.0 Complaints

- **17.1** We have a Student Complaints Policy that is accessible via our Website. If you have any questions or complaints about the Programme or the Programme Materials, please contact us by telephone, by email or in writing (as set out in clause 2.2). Complaints may be submitted directly or via a nominated legal representative.
- 17.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use; The Office of the Independent Adjudicator for Higher Education (OIAHE), via their website. The OIAHE will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

18.0 Fees

Programme Fees

18.1 Details of your Programme Fees (including any taxes payable) are set out in your Offer.

Additional Costs

- **18.2** You are responsible for your own living expenses, travel and accommodation costs (if applicable).
- **18.3** Additional costs that will be incurred on your Programme, for example for compulsory field trips or textbooks will have been detailed in your Offer and/or the Programme if applicable ("Additional Costs").

Payment

- **18.4** Payment terms are set out in the Fees and Fee Payment Policy.
- **18.5** We reserve the right to deactivate your account and cancel your right to access and participate in the Programme if you do not pay your Programme Fees on time, or if your sponsor, or lender, fails to pay the invoice within the period specified for payment (unless an invoice is in dispute). See further detail in the <u>Fees and Fee Payment Policy</u>.

Variations to Programme Fees

18.6 Fees are reviewed annually and may increase for new students only. Fees are fixed for the duration of the Programme.

19.0 Intellectual Property Rights

- **19.1** The intellectual property in the Programme, Programme Materials and the VLE belong to us. You acknowledge that:
 - **19.1.1** all intellectual property rights used by or subsisting in the Programme, Programme Materials and the VLE are, and shall remain, our exclusive property;
 - **19.1.2** rights to access and to use the Programme, Programme Materials and the VLE are licensed to you;
 - **19.1.3** you have no rights in, or to, the Programme, Programme Materials and the VLE other than to use it for the purposes of your studies; and;
 - **19.1.4** you will not at any time make any unauthorised use of, or copy, reproduce, modify, distribute, republish, display, post or transmit any aspect of the Programme, Programme Materials or the VLE containing such intellectual property rights, nor authorise or permit any person to do so.
- **19.2** Any documentation, project work or other materials created by you as a student on a Programme will be solely owned by you.

19.3 Where you have submitted work to us as part of the assessments of a Programme (see clause 11 above), you agree to give us a permanent licence of that work for us to use for academic, research and publication purposes, as well as submitting the work to external moderators or other third parties. We will always ensure that you are appropriately referenced as the creator of that work, although it may be necessary to anonymise such reference when used for moderating and marking purposes.

20.0 Liability

- 20.1 Nothing in these Terms will limit or exclude FutureLearn liability:-
 - 20.1.1 for death or personal injury arising from our own negligence; or
 - 20.1.2 for fraud or fraudulent misrepresentation; or
 - **20.1.3** in respect of any other liabilities which may not be lawfully excluded or restricted.
- 20.2 FutureLearn shall not be liable and expressly excludes liability for:-
 - **20.2.1** damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
 - **20.2.2** for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of FutureLearn;
 - **20.2.3** any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms, if such failure or delay is due to a Force Majeure Event, provided we fully comply with clause 21; and
 - **20.2.4** any losses which were not foreseeable to you and us when the Contract was formed (and losses are foreseeable if they are an obvious consequence of FutureLearn breach of the Contract). FutureLearn does not accept liability for loss of opportunity or loss of profit.
- **20.3** If defective digital content (including, but not limited to, any Programme Materials or content accessed via the VLE) that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge, or for damage which was caused by you failing to correctly follow installation instructions, or to have in place the minimum system requirements advised by us.

21.0 Events Outside Our Control

21.1 We will do all that we reasonably can to provide your Programme as described on our Website and in the Programme Information or other documents issued by us to you. Despite taking all

reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.

- **21.2** We shall not be liable to you for any failure in the delivery of the Programme arising from matters outside our reasonable control, provided we fully comply with this clause 21. Such events may include: industrial action which it is not within the capacity of FutureLearn to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").
- **21.3** We would normally expect such Force Majeure Events to be short term, and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Programme and the performance of our obligations, and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- **21.4** If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more then you will be entitled to:
 - 21.4.1 defer your Programme, if you have not yet enrolled on to your Programme;
 - 21.4.2 interrupt your studies, if you are currently enrolled on your Programme; or
 - **21.4.3** terminate your Contract with immediate effect by contacting studentservices@futurelearn.com.
- **21.5** Should you terminate your Contract pursuant to clause 21.4, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of Programme Fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our <u>Refund and Compensation Policy</u>).
- **21.6** Where you terminate your Contract pursuant to this clause 21, you may be entitled to compensation pursuant to our Refund and Compensation Policy.
- **21.7** You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative programme at FutureLearn or an alternative higher education institution and you may wish to contact Student Support at studentservices@futurelearn.com to discuss this.

22.0 Data Protection

22.1 We will at all times process any of your personal data in accordance with our Privacy Policy, which is available on our Website (see here <u>Privacy policy - Higher Education Services</u>) or upon request, which is compliant with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

23.0 General

- **23.1** The Contract between us is personal to you and cannot be completed by any other individual. As such, you cannot transfer the Contract to another individual or entity.
- **23.2** Nobody else has any rights under these Terms. These Terms are between you and us. No other person shall have any rights to enforce any of their provisions.
- **23.3** Each of the provisions in these Terms operates separately. If a court finds any part of these Terms unlawful, the remaining provisions will continue in force and effect.
- **23.4** If we delay in enforcing any of these Terms, we may still enforce any of them later. If we do not insist immediately that you meet your obligations under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Programme, we can still require you to make the payment at a later date.
- **23.5** These Terms are governed exclusively by the laws of England and Wales and you can only bring legal proceedings in respect of the Programme and/or your contract with FutureLearn in the courts of England and Wales.

Appendix

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the Contract)

To FutureLearn Limited of Buchanan House, 30 Holborn, London, England, ECTN 2HS
I hereby give notice that I wish to cancel my contract for the supply of the following service:
(programme name and number)
Ordered on (insert date of acceptance of place on the programme)
Name of consumer
Address of consumer
Signature of consumer (only if this form is notified on paper)
Date