

2022-23

TU Online course terms and conditions

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All details correct at time of publication.

Introduction

These terms and conditions set out the basis on which we provide educational services for all applicants enrolling on a TU Online Course in the 2022-23 academic year.

You should familiarise yourself with the University regulations referred to in this document. You can read all the University policies, procedures and regulations [here](#), or you can get copies from your School (or college) or institution, the Office of Student Complaints, Appeals and Regulations (OSCAR), Student Services or the Students' Union.

You can get further copies of these terms and conditions from OSCAR.

If you require these terms and conditions, or any other document, in a different format for your ease of reference, please contact OSCAR.

T: 01642 342322

E: oscar@tees.ac.uk

Your Particular Attention is drawn to:

1. The terms of the Fees and Charges Regulations that is applicable to your studies (this includes details of your fee liability, as well as detailing circumstances in which you may cancel your place or withdraw from a course.
2. The University's right to make changes or to cancel parts or all of your course (clauses 3.3 and 7.3).
3. The circumstances in which the University excludes or limits liability to you (see clause 7.2-7.3).

1 Scope and application

- 1.1** These terms and conditions, together with your offer letter, registration form, University Regulations, applicable course information page, applicable Course handbook and Course Specification for your Course, set out the terms that apply between Teesside University ('the University' or 'we' or 'our') and any applicant ('you' or 'your') to whom the University makes any offer of a place on a Course of study leading to a University award or credit ('the Course').
- 1.2** These terms and conditions apply from the day you accept your offer of a place on the Course (usually done either in writing or from the date that you register for your course) and continue to apply for as long as you remain enrolled on the Course unless terminated earlier, as permitted below in these terms and conditions. You have a statutory right to cancel your contract with the University within a cancellation period of 14 calendar days after the date you accept your offer; further details on cancellation can be found at clause 3.5.

2 Definitions

- 2.1 University regulations:** The University Regulations, which are amended from time to time, are a comprehensive framework of rules, regulations, policies and procedures that govern and set our expectations on matters such as your learning, teaching, assessment, conduct, use of IT and library facilities, health and safety issues, legislative requirements such as data protection and other aspects concerning your studies that you must abide by as a student of the University. These are further described in clause 3.2 and are freely available [online](#) or alternatively from your School (or college) or institution, OSCAR, Student Services or the Students' Union.
- 2.2 Course specification:** The Course Specification sets out an overview of the Course as approved by the University and can be found in our [course catalogue](#). It includes key information such as the awarding body, delivery location, award title, criteria for admission, aims and learning outcomes, key learning and teaching methods, assessment methods and Course structure. The most up-to-date information for your Course is found on the University's website prior to your enrollment.
- 2.3 Course handbook:** Following enrollment, you will be required to undertake a course based induction where you will meet the course team, obtain fuller details about your course, structure, assessments, module content, learning and teaching methods and assessments. This can be downloaded as your course handbook from the TU Online Platform.
- 2.4 Course:** Course means a TU Online Course leading to a University award or credit.
- 2.5 Course materials:** means the information provided by us to you pursuant to the study of your course, be it in hard copy or electronic form
- 2.6 TU online course:** means the online courses available on our website tees.ac.uk/sections/onlinelearning.

3 Terms and conditions

3.1 Enrollment and fees: By enrolling onto a TU Online Course you are agreeing to pay the tuition fees and any other fees relating to your Course and to be bound by the University's fees and charges regulations for that academic year which can be found [here](#).

Teaching materials for your course will only be made accessible once payment is made for each module(s) or, in the case of sponsored students, or those relying on financial support through Student Finance England, Wales, Northern Ireland or SAA, once evidence of such support has been provided. Each module typically has a start date and end date as set out in the TU Online Learning website calendar. If you wish to join a module after these published start dates you do so on the basis that it is your responsibility to catch up with any missed learning.

It is your obligation to make arrangements at the beginning of your Course for the payment of your fees. Failure to pay your tuition fees when due may lead to sanctions (see clause 3.9).

You are required to re-enroll each academic year of your Course.

Your annual tuition fees cover your first attempt at all the modules necessary to complete that academic year which includes a reassessment attempt of any failed components of a module. A restudy of any modules incurs an extra charge as set out in the University's fees and charges regulations.

Full details of our fee structure can be found [here](#). If you are transferring credit from another institution, you are advised of any additional modules that you need to take and the applicable fees.

- a) It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation referred to above is submitted to the University's Finance team by the required date.
- b) If you enroll on the basis that you are, or will be, applying for a tuition fee waiver (full or part time), bursary or other University funding source, you are obliged to pay the full amount due if the application is not approved.
- c) If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the [University's Fees and Charges Regulations](#).

3.2 University regulations: You agree to comply with the regulations that apply to enrolled students.

Key provisions of the regulations of which you should be aware include:

- a) the University's expectations of student attendance and academic progress, as set out in the [Attendance Monitoring Policy and Procedure, Assessment Regulations](#) and [Academic Appeal Regulations](#). Failure to meet these expectations may mean that you are not permitted to progress on your course
- b) the University's rules about academic misconduct including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the [Academic Misconduct Regulations](#). Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion
- c) the University's expectations of student behaviour, as set out in the [Student Disciplinary Regulations](#) and [Student Code of Conduct](#) and [Campus Pledge](#). These principles are extended to behaviour exhibited through the University's online digital campus such as

participation and engagement with other students through discussion forums. Breach of these rules could result in a disciplinary process and the imposition of sanctions including expulsion from the University

- d) regulations relating to [Fitness to Study](#) which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study
- e) the University's IT Policies which set out rules and regulations relating to the use of the University's IT network, hardware and software and acceptable use. A breach of the IT Policies could result in disciplinary proceedings and a revocation of the use of the University's IT network and facilities.

3.3 Changes to course: We seek to deliver your course in accordance with the description in the course information page. However, there may be situations in which it is desirable or necessary for us to make material changes to your course, for example due to an event outside of our control (as explained in paragraph 7.3). If those circumstances occur, the University will seek to minimise the impact on the student learning experience by, for example:

- a) delivering a modified version of the same course
- b) making available to affected students such learning or other support and other services and facilities as it considers appropriate
- c) offering affected students the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another university. In addition to the circumstances described above, the University is entitled to make reasonable changes to its courses where that will enable the University to deliver an

equivalent or better quality of educational experience to students enrolled on the course.

Examples of such circumstances may include:

- i the content and syllabus of the course where developments in the subject area make that necessary, including changes in any applicable statutory and/or regulatory body requirements and feedback from external examiners and/or students

ii the method of delivery of the course. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required experience and will notify and where appropriate, consult with affected students in advance about any changes that are required. If the University materially changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another university.

Module options: For course that have optional modules, we cannot guarantee that all module options will always be available. This is because there may be a limited number of places for each module or certain modules may not be able to run if there is insufficient numbers or the currency/topicality of the subject matter of the module has changed or ceased. In such cases, we will endeavour to supply a suitable alternative module.

3.4 Location of course: TU Online courses are delivered online and do not require presence on any of TU's two campuses.

3.5 Your right to cancel: You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the date when you accept your offer (cancellation period).

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (for example, a letter sent by post, fax or email). You may use the model cancellation form available [here](#) but it is not obligatory. The University will accept an email sent to records@tees.ac.uk. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your right to cancel before the cancellation period has expired.

Effect of cancellation: If you cancel this contract as set out above, the University reimburses any payments received from you under the contract. The University makes the reimbursement without undue delay and no later than 14 days after the day on which it is informed about your decision to cancel this contract. The University makes the reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as a result of the reimbursement.

Cancellation after the statutory cancellation period: If you cancel the contract after the statutory cancellation period has expired, depending on when you cancel the contract you may be obliged to pay a proportion of your tuition fees, as set out in the [University's Fees and Charges Regulations](#).

Courses that begin within the statutory cancellation period: If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, this may happen if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you are liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the [University's](#)

[Fees and Charges Regulations](#).

- 3.6 Data Protection:** The University, as Data Controller complies with its obligations under the Data Protection Act 2018 and the General Data Protection Regulation ("Data Protection Legislation") as set out in its [Data Protection Policy](#). The University collects, hold and process your personal information (including personal data and special category data as defined by Data Protection Legislation) primarily for the purpose of administrating and managing your educational course and qualifications, and to provide you with all other services provided by the University, or incidental to the University's operations and its status as a Higher Education Corporation. This includes for example facilitating your membership of Teesside University's Students' Union and the University's Alumni Association. The University may also share your personal information with other organisations where this is necessary in the fulfilment of its statutory obligations or as required by law. Full details of how we use your data are set out in our [Student Privacy Notice](#) and in the University's wider [Data Protection Policy](#). The University has a legitimate interest in keeping you informed of events or opportunities relevant to your course and will send you emails accordingly. If you do not wish to be kept informed in this way, please contact enquiries@tees.ac.uk or use the unsubscribe function at the bottom of any marketing emails. You may unsubscribe at any time.
- 3.7 Intellectual property:** You agree to be bound by the University's [Intellectual Property Policy \(Staff & Students\)](#) which sets out the position of ownership of IP in various circumstances. which sets out the position of ownership of IP in various circumstances. You acknowledge that the intellectual property rights in all course materials

provided to you as part of your Course are owned by us or licensed to us and you agree to use such course materials only for your own personal study purposes.

Specifically, you are not authorised to:

- a) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, share or distribute any of the Course Materials either electronically or in print form without prior written permission;
- b) record on video or audio tape, relay by videophone or other means the TU Online Course;
- c) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;
- d) remove any copyright or other notice of Teesside University on the Course Materials;
- e) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the TU Online Courses.

Breach by you of this clause 3.7 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the TU Online Courses.

- 3.8 Debts:** We may, at our discretion, withdraw facilities from, withhold the conferment of academic awards to, terminate the enrollment of or refuse to enroll or re-enroll persons who owe academic-related monies to us in accordance with our [Fees and Charges Regulations](#). Academic debtors are not invited to attend the Academic Awards Ceremony and their name will not appear in the Academic Awards brochure. In deciding what action to take, the University considers all the circumstances of your case. The University's full policy on the recovery of academic debts is available [here](#).

- 3.9 Equality Act 2010:** If you have a disability or a long-term health condition, you are strongly encouraged to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. Information about the help we can offer can be found [here](#).

- 3.10 Complaints:** The University has a Student Complaints Policy and Procedure that is accessible to all students of the University. Full details of the procedure can be found [here](#).

- 3.11 Office of the Independent Adjudicator (OIA):** If, further to your complaint, we have provided you with a completion of procedures letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to OIA. Full details of how OIA works can be found [here](#). Once the OIA is considering your complaint, you may not normally commence any legal proceedings in the civil courts on the same matter.

- 3.12 Changes to University regulations:** The University reserves the right to add to, delete or make reasonable changes to the regulations where, in the opinion of the University, such changes will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a) to review and update the regulations to ensure they are fit for purpose
- b) to reflect changes in the external environment including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance
- c) to incorporate sector guidance or best practice
- d) to incorporate feedback from students
- e) to aid clarity or consistency of approach.

The University consults with the Students' Union before making any substantive changes to the regulations.

Any changes normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University takes all reasonable steps to minimise disruption to students wherever reasonably possible, for example by giving reasonable notice of changes to the regulations before they take effect or by phasing in the changes, if appropriate. The updated regulations are made available on the University's website and may be publicised by other means so that students are made aware of any changes.

- 3.13 Students' Union:** All students registered at the University are entitled to full membership of the Students' Union. Students automatically become a Students' Union member unless they opt out in accordance with the University's [Students' Union Code of Practice](#). In accordance with the Education Act 1994, every registered student at the University has the right to choose not to be a member of the Students' Union and/or not to be represented by it, and not to be unfairly disadvantaged by reason of having exercised that right. The sole consequences for a registered student of the University of choosing not to be a member of the Students' Union are:
- a) ineligibility to vote in Students' Union elections or referenda
 - b) ineligibility to stand in Students' Union elections
 - c) ineligibility to hold office in any Students' Union club or society.

The Students' Union is governed by the law relating to charities. The Students' Union cannot have a political purpose and

must not seek to advance the interest of any political party although it may seek to influence political opinion on issues relating directly to its own stated purposes, provided such activity is within its powers. The ways in which charities may or may not legitimately engage in political activities is the subject of advice and legislation from time to time by the Charity Commission, Courts of Law, parliament, and government departments. Expenditure must be at a reasonable level, taking into account the potential benefit to Students' Union members, and the financial resources and commitments of the Students' Union.

- 3.14 Freedom of Speech:** The University is responsible under section 43 of the Education (No.2) Act 1986 for the provision of safeguards to ensure freedom of speech within the law. The University's Code of Practice on Freedom of Speech is published [here](#).

4 The University's obligations

We agree:

- 4.1 to provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your course as described in the University's prospectus, course information pages, course specification and your course handbook for the relevant academic year
- 4.2 to make available to you the learning support, advisory facilities and other general services provided by the University for all its students
- 4.3 to maintain and enhance the quality of your course, drawing on feedback both internally and externally, as appropriate
- 4.4 to give you reasonable notice of proposed changes to the delivery of your course or other services and to consult you on any material changes which, in exceptional circumstances, may be necessary. These may include alterations to the timetable, location, number of classes and method of delivery of your course, or variations in its content or syllabus
- 4.5 to ensure that our staff undertake regular continuing professional development.

5 Your obligations

You agree:

- 5.1 to comply with your obligations as stated in these terms and conditions, and to follow any reasonable instructions issued to you from time to time, by or on behalf of the University
- 5.2 to comply with the University regulations, as amended from time to time
- 5.3 to submit, by required deadlines, course work and other assignments (subject to exceptional circumstances, such as illness, when special procedures must be followed to obtain allowance as set out in the University Regulations)
- 5.4 to not share or allow your TU Online username and password to be used by anyone else and notify us should someone gain access to your account profile
- 5.5 to engage with your TU Online Course and to inform a designated member of staff if you are unable to continue your studies
- 5.6 to comply with any professional standard or code of conduct applicable to your course and to abide by any special conditions set out in your course handbook, or notified to you by the University
- 5.7 to enroll and subsequently re-enroll at the beginning of each academic year of your course
- 5.8 to actively engage with the University and regularly check your University email account for updates and current information
- 5.9 to disclose any relevant criminal conviction (as defined in the University's criminal convictions policy) that is not spent when requested to do so by the University. If you disclose a relevant, conviction to the University, you are required to provide the University with additional information, as reasonably requested, in order for the University to carry out a suitable assessment

of risk. If you are already enrolled, your enrollment is subject to the University's decision in accordance with its criminal convictions policy. Upon receiving a relevant criminal convictions disclosure, the University reserves the right to (a) cancel/withdraw your offer, (b) impose conditions or restrictions on you whilst you are at University to the extent that the University considers necessary to manage any risks, or (c) to terminate any contract with you where you have already enrolled on a course, where the risks cannot be appropriately managed. After enrollment, to notify us in the event that you are charged or found guilty of any relevant criminal offence (this obligation applies whether or not the University requests disclosure). For certain courses we may also ask you to complete a disclosure application to the Disclosure and Barring Service, which may include disclosure of spent convictions. Failure to disclose a relevant unspent conviction, may result in disciplinary action under the Student Disciplinary Regulations and/or termination by us of the contract under clause 6.3 (c), (d) and (g). You should note that a relevant criminal conviction may not necessarily be a bar to studying at the University, however the University cannot guarantee that a criminal conviction would not be a barrier to entry in your chosen career or profession. It is your responsibility to familiarise yourself with and to ensure compliance with the requirements of any professional body which you wish to join either before or after graduation. You should also be aware that a change in your circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect your continued compliance and in such cases should be notified both to the relevant professional body and to the University for clarification.

- 5.10** to notify us of any changes to your name, term-time address and/or home address, or any other change to information supplied by you when you submitted your application form or enrolled. For certain courses we may also ask you to inform us of changes in your circumstances, including your health status or any police investigations you become the subject of, where this has direct impact on your ability to undertake a specific course of study or part of it
- 5.11** to pay your tuition fees, any other expenses relating to your course and charges for your use of any University services or facilities
- 5.12** to provide accurate and complete information in support of your application and enrollment
- 5.13** to adhere to the standards of behaviour expected as set out in the [Student Code of Conduct](#)
- 5.14** to formally notify the University if you wish to withdraw or transfer from your course and/or from the University by completing the withdrawal form available from your School and agree to bear the financial consequences of doing so as detailed in the [University's Fees and Charges Regulations](#). Where no form is received within 28 days of notification by you by any other means and you have not engaged with your studies during this period, the University will rely on such notification and process your withdrawal effective from the date of your last communication with the University.

6 Termination

- 6.1 Default termination:** Unless terminated under clause 6.2 or 6.3, these terms and conditions end automatically when the University publishes notification of awards relating to your course. In cases where an award is not published, the effective date of completion will be the date of issue of record of progress relating to your course.
- 6.2 Termination by you:** These terms and conditions cease to apply if you exercise your right to cancel and/or withdraw from the University in accordance with clause 3.5 or 5.13. Terminating under clause 5.13 may not necessarily end your responsibilities and liability under these terms and conditions (see clause 5.13).
- 6.3 Termination by us:** We may terminate your contract for the supply of educational services and withdraw you from your course for serious breaches of the regulations (see paragraph 3.2) and/or the occurrence of any of the following circumstances:
- a) if, for any reason, you are unable to satisfy any mandatory entry requirement of your course
 - b) if, between accepting our offer and enrolling on your course, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your course
 - c) if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information relating to your application for your course
 - d) if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your course
 - e) if, in our reasonable opinion, any qualification or status has been obtained by fraud
 - f) if you fail to pay your tuition fees in accordance with our [Fees and Charges Regulations](#)
 - g) if you are convicted of a relevant offence as defined in the University's criminal convictions policy in the UK or an equivalent offence of any other country
 - h) if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are expected to attend or be a member of as part of your course
 - i) if, for any reason, we are unable to sponsor your student visa in accordance with and in compliance with the UK's immigration rules, or if, for any reason, we are required to withdraw that sponsorship
 - j) if we withdraw you from your course for any reason as permitted by the University regulations including disciplinary or professional conduct matters, non-attendance and/or non-engagement with the University or as a result of decision of an assessment board for your academic performance.
- Examples of behaviour that will not be tolerated include:
- i) acting in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or student of Teesside University
 - ii) cheating or plagiarising any work which you are required to prepare or submit in connection with your Course or during any examination taken in connection with your Course
 - iii) stealing or any act(s) of fraud or deceit towards us or our employees or any other students

iv intentionally or recklessly damaging our network, IT infrastructure, property or the property of our employees or other students;

Any action we take under the termination provision will not restrict our ability to take any other action against you that we have the right to take.

7 Other important provisions

- 7.1 Liability:** We will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe to you at law, but not to the extent that such failure is attributable to by your own fault and/or the fault of a third party. Nothing in these terms and conditions shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.
- 7.2 Limitation of liability:** Save as for death or personal injury, our liability to you for all other loss or damage suffered by you as a result of the University's breach of its obligation shall be limited to 150% of the total sums paid by you to the University whilst enrolled on your course whether your claim is brought under these terms and conditions or otherwise.
- 7.3 Events outside of our control:** We will not be liable to you for our delay or failure to deliver educational services as described under this contract due to events outside our control which we could not have prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, exceptional cases of staff illness, significant changes to our funding or to government direction to higher education, compliance with any law or government order, rule regulation or direction, severe weather, fire, natural disaster, terrorism, civil disorder, political unrest, government restrictions, epidemics and concern with regard to the

transmission of serious illness that lead to the imposition of local, regional or national government restrictions which adversely affect our operations, the unexpected absence or departure of a key member of staff, where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it. In such circumstances, we reserve the right to delay, change or cancel parts or all of our service to you including your course, placements and access to usual University facilities. Should an event outside of our control occur, the University will exhaust its options under clause 3.3 before seeking to rely on the provisions of clause 7.3.

7.4 Contracts (Rights of Third Parties) Act 1999:

These terms and conditions are personal to you. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

7.5 Notices: The University may serve notices on you by email to your University email address or by sending the notice to the last recorded address that we hold for you. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

7.6 General provisions: If any provision of these terms and conditions becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

7.7 Entire agreement: These terms and conditions, University regulations, relevant course information page applicable course handbook and course specification and any other documents referred to herein are the entire understanding between you and us about your course and replace any other undertakings or representations.

7.8 No waiver: The University's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

7.9 All references to statutory legislation includes any amendments or successor to that legislation.

7.10 Survivorship: The expiry or termination of these terms and conditions for whatever cause shall not affect any provision of these terms and conditions capable of surviving or operating in the event of expiry or termination of these terms and conditions, and shall not prejudice or affect the rights of either party against the other party in respect of any breach of these terms and conditions.

7.11 Law and jurisdiction: These terms and conditions shall be governed by the laws of England and Wales and subject to the nonexclusive jurisdiction of the English court.

This publication is available in alternative formats on request.

Please contact the Office of Student Complaints, Appeals and Regulations
on +44 (0) 1642 342322 or email oscar@tees.ac.uk.

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