

Enrolment Terms and Conditions 2017-2018

These Terms set out the basis on which the University of the Arts London ("us" or "we" or "University") will deliver educational services to students who enrol on one of our courses. By accepting your Offer, you are agreeing to enter into a contract with us which is governed by these Terms. If you do not wish to be bound by these Terms you should not accept your Offer.

1. DEFINITIONS

1.1 In these Terms, the following terms have the following meanings:

"Academic Regulations"	means our rules and regulations from time to time which can be viewed at http://www.arts.ac.uk/study-at-ual/academic-regulations ;
"Additional Costs"	means any costs in addition to the Fees which are payable by you to us in connection with your Course;
"Application"	means your application for a place on your Course;
"Contract"	means the contract between you and us for the provision of your Course (being made up of these Terms and your Offer);
"College"	means a college of the University;
"Course"	means the course of study described in the Offer, the details of which are set out in the Course Information;
"Course Information"	means subject to these Terms the description of your Course set out in the Programme Specification set out on the Website as at the date you accept your Offer and in the Handbook;
"Entry Requirements"	means any entry requirements set out in the Offer, including in relation to the qualifications or grades you must achieve to commence your Course;
"Event Outside Our Control"	means any event or circumstances which is beyond our reasonable control;
"Fees"	means the tuition fees payable by you in relation to your Course, as set out in your Course Information;
"Fees Policy"	means our policy on payment and refunds of fees, available online at http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/student-fees-policy/ as amended from time to time ;
"Handbook"	means the handbook in relation to your Course including the arrangements for delivery of your Course, which is available online at http://moodle.arts.ac.uk/ from the beginning of the academic year in which you are enrolling;
"Offer"	means our written offer to you of a place on your Course, submitted to you either directly by the University or via UCAS;
"Policies"	means such of our rules, policies and procedures in force from time to time that are relevant to your Course and that are made available to you on our Website or otherwise provided to you;

"Rules and Regulations"	means our student rules and regulations, available online at http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/ and as amended from time to time;
"Terms"	means these terms and conditions (including the documentation referenced within these terms and conditions); and
"Website"	means our website at https://www.arts.ac.uk

- 1.2 "personal data" "sensitive personal data" and "process" have the meanings given to them by the Data Protection Act 1998.
- 1.3 When examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the related general words.
- 1.4 In the event of any conflict or inconsistency between:
- 1.4.1 the description of your Course detailed in the Course Information set out on the Website; and
- 1.4.2 a provision in these Terms and the documents forming part of the Contract (including the Offer), these Terms shall prevail and should be taken as correct.

2. **ABOUT US**

We are University of the Arts London, a higher education corporation and exempt charity for the purposes of the Charity Act 1993. Our main place of business is at 272 High Holborn, London, WC1V 7EY. You can contact us at this address or the contact us section of the Website.

3. **THE CONTRACT**

- 3.1 The Offer is our offer to provide your Course to you on these Terms and subject to you meeting the Entry Requirements.
- 3.2 The Contract is subject to these Terms and is created once you accept your Offer.
- 3.3 The Offer we make to you will be conditional or unconditional. If your Offer is conditional, we will set out the conditions which you will need to fulfill in order to be admitted onto your Course.
- 3.4 If you have not fulfilled the conditions of your Offer and thus met the Entry Requirements before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.

4. **ENROLMENT**

- 4.1 In order to commence your study on your Course you must enrol at the University and pay all applicable Fees for your Course and any Additional Costs notified to you for payment on enrolment in respect of the Academic Year for which you are enrolling. You should follow the process for enrolment applicable to your student status set out on the Website. Please note, for some students including for example those enrolling on the first year of any Course and/or for international students enrolling on each year of their Course formal enrolment is a two stage process to be completed online **and** in person and that both stages must be completed in order to enrol at the University.
- 4.2 If you do not enrol within 14 days of the start of your Course we reserve the right to refuse to enrol you and withdraw you from your Course (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.
- 4.3 Where your Course is intended to last for more than one academic year we will ask you to re-enrol in each subsequent academic year. This is to confirm your intention to continue your Course and will

not create a new contract in respect of your Course.

- 4.4 At enrolment where you attend in person you must provide to us proof of your identity and proof that you have satisfied all of the Entry Requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English. For students who are non-EEA nationals, in addition to providing proof of identity and documentation relevant to meeting your Entry Requirements, you will also be required to provide original evidence of your right to study in the UK, in the form of an original valid visa or biometric residence permit. Students who are non-EEA nationals are required to enrol in person at the start of each year of your Course and to provide an official valid visa evidencing your right to study in the UK at the start of each academic year. If you fail to provide proof of identity, evidence of meeting the Entry Requirements specified for you, or evidence of your right to study in the UK as applicable, we will be entitled to cancel the Contract on written notice to you, or suspend you from your Course and not allow you to enrol at the University, in each case without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.
- 4.5 By completing the enrolment process, you warrant and represent that:
- 4.5.1 you have an immigration status that entitles you to undertake your Course (see Clause 5 below for further details);
 - 4.5.2 you have met all of the Entry Requirements; and
 - 4.5.3 the information provided by you to us in your Application is true, accurate and complete and does not omit any material information relevant to your Application, your attendance as a student of the University or your immigration status.

5. **IMMIGRATION (APPLICABLE TO NON-EEA NATIONALS ONLY)**

- 5.1 You will need to demonstrate, at the point of enrolment, that you have a valid immigration status to undertake your Course. If you fail to demonstrate that you have a valid immigration status you will not be entitled to enrol at the University and we reserve the right to cancel the Contract on written notice to you and withdraw you from your Course (without liability to you) and we shall not be responsible for any related or ancillary costs or losses you incur.
- 5.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the University.
- 5.3 We are required to withdraw sponsorship of your Tier 4 visa if you do not comply with Home Office rules, including but not limited to:
- 5.3.1 failure to meet the minimum attendance requirements;
 - 5.3.2 your enrolment has been terminated, or you withdraw or commence an interruption of studies;
 - 5.3.3 if you successfully complete your Course in a shorter period than originally planned;
 - 5.3.4 failure to enrol or re-enrol in accordance with Clause 4; and
 - 5.3.5 failure to provide evidence that you have valid leave to remain in the UK.
- 5.4 If you choose to withdraw from your Course or if your study is terminated by the University, this will affect the validity of your Tier 4 visa sponsored by the University and your ability to enter and/or remain in the United Kingdom.
- 5.5 If your visa is revoked for any reason, the University will interrupt or terminate the Contract pursuant to Clause 8.7.3.
- 5.6 On occasion, the University will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms, you consent to us contacting the Home Office on your behalf and the UK Home Office releasing such information to us.

6. RIGHTS AND OBLIGATIONS

6.1 Subject to our right to make changes pursuant to Clause 6.3, we will use all reasonable endeavours to deliver your Course in accordance with the Rules and Regulations and with our Policies. The specific timetable for the delivery of your Course (including term dates) will be as set out in the Handbook.

6.2 You agree to:

6.2.1 comply with the Academic Regulations;

6.2.2 maintain an immigration status that entitles you to undertake your Course;

6.2.3 satisfy all reasonable requirements of your Course, including in relation to attendance;

6.2.4 comply with the Rules and Regulations and Policies (including without limitation those in relation to health and safety and information security);

6.2.5 observe the reasonably accepted standards of behaviour consistent with the social and cultural norms of the UK (or for those students on a study abroad or exchange programme with the standards reasonably expected in the country where they are undertaking their studies); and

6.2.6 conduct yourself at all times and in all your dealings with fellow students, University tutors, staff, third parties and visitors in a professional and courteous manner, respecting their individual rights and feelings, and observing the reasonable instructions and guidance of your tutors and staff of the University.

6.3 We may make any changes to your Course:

6.3.1 which are necessary due to Events Outside Our Control;

6.3.2 which are necessary to comply with any applicable law or safety requirement; and

6.3.3 in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in order to bring the Contract in line with best practice activities across the Higher Education sector, in response to student feedback, and/or due to a lack of student demand for certain modules, provided such changes do not materially affect the nature or quality or the outcomes of your Course.

6.4 If we are required to make a change pursuant to Clause 6.3, we shall notify you as soon as reasonably practicable and if you reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from your Course without any liability to pay further Fees in relation to your Course. If you choose to cancel the Contract (and withdraw from your Course) in accordance with this Clause 6.4 we will use reasonable endeavours to offer you a place on a comparable alternative course, if it is reasonably practicable to do so.

7. FEES AND PAYMENTS

7.1 The Fees payable are set out in the Offer and unless otherwise stated in the Fees Policy are payable at enrolment. The Fees we charge are subject to change in accordance with Section A of the Fees Policy and you may be required to pay a higher tuition fee in each of the subsequent academic years of your Course.

7.2 You may be required to pay a deposit in order to secure your place on your Course. If you are required to pay a deposit, this will be made clear to you in your Offer. Such deposits are non-refundable save in the circumstances described in Section K of the Fees Policy.

7.3 The Fees must be paid to us directly by you unless the Student Loans Company or another third party (including a parent or corporate sponsor) pays the Fees directly to the University on your behalf. If your sponsor fails to pay the Fees on your behalf, you will be liable to pay the Fees to the University.

For information about sponsorship and how to pay the Fees, please see the Fees Policy and the Website.

- 7.4 Where your Course requires you to purchase additional goods and/or services from us (including without limitation, travel or accommodation in relation to field trips) any Additional Costs will be as set out in and payable in accordance with your Course Information and/or the Fees Policy.
- 7.5 If you fail to pay the Fees to us when they are due, we will take steps to recover the Fees in accordance with our legal rights and remedies. We may also withhold any certificate of achievement that would otherwise be issued by us in relation to your Course and prevent you from attending any graduation ceremonies.
- 7.6 You acknowledge that, subject to these Terms, you may be liable for the full amount of the Fees payable in respect of each academic year you enrol for, regardless of whether or not you complete or pass that part of your Course.
- 7.7 There is no general entitlement to a refund of Fees once you have started your Course. However, refunds of Fees will be given by the University:
 - 7.7.1 in the case of overpayment or receipt of sponsorship after payment of the Fees has been made; and
 - 7.7.2 pursuant to Clauses 8.2, 8.3 or Clause 9.

8. **DURATION AND CANCELLATION OF THE CONTRACT**

- 8.1 The Contract will continue until your completion of your Course unless:
 - 8.1.1 it is cancelled earlier in accordance with these Terms; or
 - 8.1.2 where the duration of your Course is more than 1 academic year, you fail to re-enrol on your Course for the subsequent academic years, in which case it will end at the end of the last academic year unless your failure to re-enrol is due to you taking an agreed sabbatical from your Course.

Your Cancellation rights

- 8.2 You may cancel the Contract within 21 days of you enrolling at the University for the first time (in accordance with Clause 4) without giving any reason by informing us by a clear statement. If you have enrolled online, this right to cancel reflects and extends your legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To cancel, you may use the model cancellation form on our Website at <http://www.arts.ac.uk/media/arts/study-at-ual/apply--enrol/documents/model-cancellation-form-2016-17.pdf> but it is not obligatory. If you use the model cancellation form you can send it by post to Academic Registry, University of the Arts London, 272 High Holborn, London WC1V 7EY or by email to academicregistryinfo@arts.ac.uk You may also write to us or email us at those addresses. If you cancel the Contract in this way we will reimburse any Fees and Additional Costs you have paid (if any) within 14 days of the date on which you inform us that you wish to cancel, even if you have started your Course.
- 8.3 In addition to your rights under Clause 8.2, you may cancel the Contract if:
 - 8.3.1 we break the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
 - 8.3.2 an Event Outside Our Control prevents us from providing the Services to you in 2 weeks or more;
 - 8.3.3 an event or circumstances outside your reasonable control (such as illness), supported by such evidence as may be reasonably requested by the University, prevent you from undertaking your Course for a period of 16 continuous weeks or one university term (whichever is shorter); or

8.3.4 the events set out in Clause 6.4 arise.

8.4 If you wish to withdraw from your Course and receive a refund of the Fees in any other circumstances other than those described in Clauses 8.2 and 8.3, then we will consider your request in accordance with the Fees Policy.

Our cancellation and suspension rights

8.5 We may cancel the Contract:

8.5.1 at any time prior to the commencement of your Course if there are insufficient students enrolled on your Course for it to be viable for us to run your Course;

8.5.2 due to the unavailability of key personnel or materials;

8.5.3 if an Event Outside Our Control that prevents us from providing your Course continues for longer than one University term or 16 weeks, (whichever is the shorter); or

8.5.4 if we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to you.

8.6 If we cancel the Contract under any of Clauses 8.5.1 8.5.2, or 8.5.3 we will use reasonable endeavours to offer you a place on a comparable alternative course at the University, if it is reasonably practicable to do so.

8.7 Subject to us complying with the Rules and Regulations and any relevant Policies (including our disciplinary procedure) we may cancel the Contract at any time with immediate effect by giving you written notice if:

8.7.1 it comes to our attention that you have failed to meet or no longer meet the Entry Requirements (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);

8.7.2 you do not pay us the Fees or Additional Costs when you are supposed to;

8.7.3 at any time you are not able to demonstrate by producing appropriate documentation satisfactory to the University that you have an immigration status entitling you to undertake your Course;

8.7.4 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; or

8.7.5 you have failed to meet the requirements of your Course, as set out in your Course Information or the Rules and Regulations (including, without limitation, in respect of your attendance or academic results).

8.8 In addition to our rights under Clause 8.7 we may suspend your participation on your Course during any period when:

8.8.1 any of the Fees are outstanding;

8.8.2 we reasonably suspect that you do not have an immigration status that entitles you to undertake your Course; or

8.8.3 we are dealing with a serious suspected breach by you of the Rules and Regulations and/or Policies.

8.9 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University. In the event that you are suspended from participation on your Course you may be excluded from attending

lectures, classes or seminars, using the University's facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the University at the University's reasonable discretion.

9. **REPAYMENT OF FEES ON CANCELLATION**

If you cancel the Contract under Clause 8.2, 8.3 or 8.4 or we cancel the Contract under Clause 8.5 then you will not have to pay any further Fees and, if cancellation takes place part way through an academic year, we will refund to you any Fees you have paid in relation to that academic year, save that if you cancel the Contract under Clause 8.4 the provision of any refund will be subject to you producing sufficient evidence (to the University's reasonable satisfaction) of the events outside of your reasonable control.

10. **TRANSFERS BETWEEN COURSES**

We may, at our discretion and subject to availability, allow you to transfer from your Course onto an alternative course of study. If we allow a transfer then you may be entitled to receive a partial refund of the Fees or you may be required to pay additional Fees in accordance with the Fees Policy. A transfer may be subject to you accepting any variations to the terms of the Contract which are necessary as a result of the transfer.

11. **DATA PROTECTION NOTICE**

11.1 We process personal data in accordance with the Data Protection Act 1998. We will process personal data that you provide to us or which we collect about you:

11.1.1 to deliver your Course to you;

11.1.2 for administrative purposes (including the administration of Applications and the processing of any payments made by you to us);

11.1.3 for equal opportunities monitoring;

11.1.4 to enforce our rights in connection with these Terms (including taking action against you in respect of any unpaid Fees);

11.1.5 to compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency ("HESA"), information regarding the processing of your personal data by HESA is available via the following link; <https://www.hesa.ac.uk/content/view/141>

11.1.6 to send communications to you;

11.1.7 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention;

11.1.8 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law;

11.1.9 for other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of an alumni programme); and

11.1.10 to send you information about other products or services offered by us that may be of interest to you.

11.2 You can ask us at any time not to use your personal data for marketing purposes by contacting us at: academicregistryinfo@arts.ac.uk.

- 11.3 You agree that such personal data may include sensitive personal data.
- 11.4 We may disclose your personal data to:
- 11.4.1 other institutions for verification of qualifications;
 - 11.4.2 Funding Councils and other statutory bodies for statistical or other purposes (including the National Student Survey and HESA) information regarding the processing of your personal data by HESA is available via the following link <https://www.hesa.ac.uk/content/view/141>;
 - 11.4.3 local and other public authorities for their prescribed purposes including the administration of Council Tax;
 - 11.4.4 third parties with whom you ask us to share your personal data (including future employers);
 - 11.4.5 credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
 - 11.4.6 third parties paying the Fees on your behalf;
 - 11.4.7 our alumni associations;
 - 11.4.8 third parties who provide you with placements or internships during your Course;
 - 11.4.9 third parties who provide services to us in connection with your Course, including, without limitation, our staff and external advisors;
 - 11.4.10 the Student's Union;
 - 11.4.11 government departments including the UK Home Office; and
 - 11.4.12 other third parties as required by relevant law.
- 11.5 In certain circumstances the University may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect our rights, property, or safety of our employees, students or others.
- 11.6 Some of the personal data we hold about you may be transferred to or held in destinations outside the European Economic Area including to countries or territories that may not provide adequate protection for the personal data. By enrolling you agree to your personal data (including sensitive personal data) being held in or transferred to such destinations.
- 11.7 We may publish some of your personal data including by displaying examination results on public noticeboards, publishing your name in graduation ceremony programmes and making audio and visual images from graduation ceremonies publically available.
- 11.8 Any photograph that you supply to us will be held on our record system and used for identification including to produce your student ID card. By enrolling you give your consent to our use of your photograph in this way.
- 11.9 If you have any objections to the public display of your personal data in the manner described in Clause 11.7 or our use of your photograph in the way described in Clause 11.8 please inform the University Secretary and Registrar.
- 11.10 Please inform your College promptly of any change of address or other personal information you have provided.
- 11.11 You agree to us retaining your personal data long term in order to provide confirmation and/or evidence of your academic results and qualifications to you or your future employers.
- 11.12 By submitting your Application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 11.

12. **LIABILITY**

- 12.1 Whilst we take all reasonable care to ensure the safety and security of University students whilst on the University's premises, we cannot accept responsibility, and expressly we exclude liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 12.2 Subject to clause 12.3 the University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
- 12.3 Nothing in these terms and conditions shall limit the University's liability to you for fraud or willful default or for death or personal injury caused by the University's negligence. Subject to the foregoing sentence, the University shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

13. **STUDENTS' UNION**

- 13.1 The Students' Union ("SUARTS") represents our students (<http://www.suarts.org/>). When enrolled you are automatically granted membership of SUARTS and the National Union of Students (NUS) unless you opt out. If you do not want to be a member of SUARTS or the NUS please let us know by emailing info@su.arts.ac.uk
- 13.2 We will automatically pass relevant personal data to SUARTS (including without limitation you name and university email address) for it to use for all purpose in connection with the running of the Students' Union and your membership of it, including to notify you about membership rights, meetings and other activities. By accepting your Offer you give your consent for us to pass your personal data to SUARTS and for it to use your personal data for the above purposes.

14. **EQUAL OPPORTUNITIES**

It is best practice for us to collect information from students during our enrolment process for equal opportunities monitoring, you can choose not to share this information if you wish. If you want to find out more about how we promote equality and diversity at University of the Arts London, please email diversity@arts.ac.uk or visit <http://www.arts.ac.uk/diversity/>.

15. **EVENTS OUTSIDE OUR CONTROL**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance under these Terms:
- 15.1.1 we will contact you as soon as reasonably possible to notify you;
- 15.1.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 15.1.3 we will restart the delivery of your Course and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.

16. **COMPLAINTS**

If you have any complaints about the processes or procedures of the University or your Course, you can raise these with us. If your complaint relates to the admission phase of your application meaning any time up to completion of enrolment you should follow the Admissions, Complaints and Appeals policy available on the Website. If your complaint relates to the period after completion of enrolment you should follow the Student Complaints and Appeals process set out in the Rules and Regulations.

For complaints raised under the Student Complaints and Appeals process once our internal complaints procedure is completed, you have a right to complain to the Office of the Independent Adjudicator whose website is at www.oiahe.org.uk.

17. **YOUR RIGHTS AS A CONSUMER**

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights is available from your local Citizen's Advice Bureau.

18. **GENERAL**

18.1 The Contract is governed exclusively by English Law and the courts of England and Wales will have non-exclusive jurisdiction in relation to it.

18.2 The Contract constitutes the entire agreement between you and us in relation to its subject matter.

18.3 If we fail to insist that you perform any of your obligations under these Terms, or do not enforce our rights or delay in doing so, that will not mean that we have waived our rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.4 Each of the Clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.

18.5 The Contract is between you and us only. No other person shall have any rights to enforce it.

19. **YOUR DECLARATION**

You declare that all the information included in your Application or you have entered via the online Student Self Service Enrolment System is true, accurate and complete to the best of your knowledge and information and that you have read these Terms and agree to be bound by them. If it is discovered that your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application form, we may withdraw or amend your Offer, or terminate the Contract pursuant to Clause 8.7.1, according to the circumstances, without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.