

## **Enrolment Terms and Conditions 2016-2017**

These terms and conditions ("Terms") set out the basis on which the University of the Arts London ("us" or "we") will deliver educational services to students who enrol on one of our courses. By enrolling either online or in person at the University, 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 enrol.

### **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 the Course;

"Application" means your application for a place on the Course;

"Contract" means the contract between you and us for the provision of the Services;

"Course" means the course of study described in the Offer, the details of which are set out the Course Description;

"Course Information" means the description of the Course set out on the Website and in any written material that we send to you with our Offer;

"Entry Requirements" means any entry requirements set out in the Offer, including in relation to the qualifications or grades you must achieve to commence the 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 the Course, as set out in the Course Information;

"Fees Policy" means our policy on payment and refunds of fees as updated or revised prior to the start of each academic year a copy of which is available upon request;

"Handbook" means the handbook in relation to the 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 the Course, submitted to you either directly to the University or via UCAS;

"Policies" means such of our rules, policies and procedures that are relevant to the Course and that are made available to you on our website or otherwise provided to you;

"Services" means the delivery of the Course to you; and

"Website" means our website at <http://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.

## **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 contact us section of the Website.

## **3. The Contract**

- 3.1. The Offer is our offer to provide the Services to you, subject to you meeting the Entry Requirements.
- 3.2. By enrolling online or in person you are accepting the Offer and the Contract will commence on the date that you complete our online or in person enrolment process (the "Commencement Date").
- 3.3. Where your Course is intended to last for more than one academic year we will ask you to reenrol in each subsequent academic year. This is to confirm your intention to continue the Course and will not create a new contract in respect of the Course.
- 3.4. The Contract is subject to these Terms. We may vary these Terms from time to time but it will be the version of the Terms in force at the time you first enrol that will apply to the Contract.
- 3.5. If you enrol online then, before the Course starts, you must provide us proof of your identity and proof that you have satisfied all of the Entry Requirements. If you fail to do so, we will be entitled to cancel the Contract on written notice to you or suspend you from the Course.
- 3.6. By completing the enrolment process, you warrant that:
  - (a) you have an immigration status that entitles you to undertake the Course; and
  - (b) you have met all of the Entry Requirements.

## **4. Rights and Obligations**

- 4.1. We will deliver the Services in accordance with the Course Information and with our Policies. The specific timetable for the delivery of the Services (including term dates) will be as set out in the Handbook.
- 4.2. You agree to:
  - (a) comply with the Academic Regulations;
  - (b) maintain an immigration status that entitles you to undertake the Course;
  - (c) satisfy all reasonable requirements of the Course, including in relation to attendance;
  - (d) comply with the Policies (including without limitation those in relation to health and safety and information security);
  - (e) comply with our reasonable instructions and guidance;
  - (f) respect the rights and sensitivities of fellow students and University staff; and
  - (g) be bound by the University's Intellectual Property Policy as published online at <http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/ownership-of-student-work/>.
- 4.3. We may make any changes to our Services and/or the course which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.

## **5. Fees and payment**

- 5.1. The Fees are payable at the times and in the amounts set out in Offer.
- 5.2. The Fees must be paid to us directly by you unless and for so long as the Student Loans Company or another third party (including a parent or corporate sponsor) pays the Fees on your behalf.
- 5.3. If you are entitled to pay Fees at a concessionary rate, you hereby authorise us to confirm your eligibility directly with the relevant benefits agency or other agency.
- 5.4. Where the Course requires you 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 the Course Information except that we will not exercise this rights where the amounts outstanding are trivial.
- 5.5. 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 the Course and prevent you from attending any graduation ceremonies.
- 5.6. 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 the Course.

## **6. Duration and cancellation of the Contract**

- 6.1. The Contract will commence on the Commencement Date and continue until your completion of the Course unless:
  - (a) it is cancelled earlier in accordance with these Terms; or
  - (b) where the duration of the Course is more than 1 academic year, you fail to re-enrol on the 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 the Course.

### Your Cancellation rights

- 6.2. You may cancel the Contract within 21 days of the Commencement Date 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-2015-16.pdf> but it is not obligatory. If you use the model cancellation form you can send it by post to Academic Registry Admissions, University of the Arts London, 272 High Holborn, London WC1V 7EY or by email to [academicregistryinfo@arts.ac.uk](mailto: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 or Additional Costs you have paid within 14 days of the date on which you inform us that you wish to cancel, even if you have started the Course.
- 6.3. In addition to your rights under clause 6.2, you may cancel the Contract if:
  - (a) 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;
  - (b) an Event Outside Our Control prevents us from providing the Services to you for 2 weeks or more; or

- (c) an event or circumstances outside your reasonable control (such as illness) prevent you from undertaking the Course for a period of 16 continuous weeks or one university term (whichever is the shorter).
- 6.4. If you wish to withdraw from the Course and receive a refund of the Fees in any other circumstances, then we will consider your request in accordance with the Fees Policy. Our cancellation and suspension rights
- 6.5. We may cancel the Contract:
  - (a) at any time prior to the commencement of the Course if there are insufficient students enrolled on the Course for it to be reasonably commercially viable for us to run the Course;
  - (b) due to the unavailability of key personnel or materials;
  - (c) if an Event Outside Our Control that prevents us from providing the Services continues for longer than one University term or 16 weeks, (whichever is the shorter); or
  - (d) if we lose our right for the purposes of relevant legislation or regulatory requirements to provide the Services to you.
- 6.6. If we cancel the Contract under clause 6.5(a) or clause 6.5(b) we will use reasonable endeavours to offer you a place on a comparable alternative course, if it is reasonably practicable to do so.
- 6.7. Subject to us complying with any relevant Policies (including our disciplinary procedure) we may cancel the Contract at any time with immediate effect by giving you written notice if:
  - (a) 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);
  - (b) you do not pay us the Fees or Additional Costs when you are supposed to;
  - (c) at any time you do not have an immigration status entitling you to undertake the Course;
  - (d) 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
  - (e) you have failed to meet the requirements of the Course, as set out in the Course Information or the Handbook (including, without limitation, in respect of your attendance or academic results).
- 6.8. In addition to our rights under clause 6.7 we may suspend the Services during any period when:
  - (a) any of the Fees are outstanding;
  - (b) we reasonably suspect that you do not have an immigration status that entitles you to undertake the Course; or
  - (c) in accordance with our Policies, we are dealing with a suspected breach by you of the Academic Regulations.

## **7. Repayment of Fees on cancellation**

If you cancel the Contract under clause 6.3 or we cancel the Contract clause 6.5 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 year.

## **8. Transfers Between Courses**

We may, at our discretion and subject to availability, allow you to transfer from the 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 be required to pay additional Fees in accordance with the Fee Policy. A transfer may be subject to you accepting any variations to the terms of the Contract which result from the transfer.

## **9. Data Protection Notice**

- 9.1. 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 to deliver the Services to you, for administrative purposes, for equal opportunities monitoring, to enforce our rights in connection with these Terms and to send you information about other products or services offered by us that may be of interest to you.
- 9.2. You can ask us at any time not to use your personal data for marketing purposes by contacting us at [academicregistryinfo@arts.ac.uk](mailto:academicregistryinfo@arts.ac.uk).
- 9.3. You agree that such personal data may include sensitive personal data.
- 9.4. We may disclose your personal data to:
  - (a) other institutions for verification of qualifications;
  - (b) Funding Councils and other statutory bodies for statistical or other purposes (including the National Student Survey);
  - (c) local and other public authorities for their prescribed purposes including the administration of Council Tax;
  - (d) to third parties with whom you ask us to share your personal data (including future employers);
  - (e) third parties paying the Fees on your behalf;
  - (f) our alumni associations;
  - (g) third parties who provide you with placements or internships during your Course;
  - (h) third parties who provide services to us in connection with the Services, including, without limitation, our staff and external advisors;
  - (i) the Student's Union;
  - (j) government departments including the UK Home Office; and (k) to other third parties as required by relevant law.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.

- 9.8. If you have any objections to the public display of your personal data in the manner described in clause 9.6 or our use of your photograph in the way described in clause 9.7 please inform the University Secretary and Registrar.
- 9.9. Please inform your College promptly of any change of address or other personal information you have provided.
- 9.10. 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.

## **10. Students' Union**

- 10.1. 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](mailto:info@su.arts.ac.uk)
- 10.2. We will automatically pass relevant personal data to SUARTS (including without limitation your name and university email address) for it to use for all purposes 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 enrolling 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.

## **11. 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](mailto:diversity@arts.ac.uk) or visit <http://www.arts.ac.uk/about-ual/diversity/>.

## **12. Events outside our control**

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:

- (a) we will contact you as soon as reasonably possible to notify you;
- (b) 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
- (c) we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

## **13. Complaints**

If you have any complaints about the Services, you can raise these with us in accordance with our complaints procedures which are published on our website and available on request. Once our internal complaints procedure is completed, you have a right to complain to the Office of the Independent Adjudicator whose website is it [www.oiahe.org.uk](http://www.oiahe.org.uk).

## **14. 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.

**15. General**

- 15.1. The Contract is governed exclusively by English Law and the courts of England and Wales will have non-exclusive jurisdiction in relation to it.
- 15.2. 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.
- 15.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4. The Contract is between you and us. No other person shall have any rights to enforce it.

**16. 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 to the best of your knowledge and that you have read these Terms and agree to be bound by them.