

Enrolment Terms and Conditions (non online enrolment students) 2013 - 2014

1. Introduction

- 1.1 This is a contract between you, the Student and us, the University. It is regulated by Consumer Law and in particular the Distance Selling Regulations, which provide you with the right to cancel this agreement within 7 days of entering into the agreement (see clause [9] below).
- 1.2 By enrolling on this course with the University of the Arts London you, the Student, are entering into a contract with University of the Arts London, "the University" and this contract between us imposes obligations on each of us as well as corresponding rights.

2. Rights and Obligations

- 2.1 The University is obliged to deliver education to you in accordance with its course handbooks as well as following its own rules, regulations and guidance.
- 2.2 You are obliged to attend University when and as requested, follow all reasonable instructions and guidance from the University, comply with its rules and regulations, and in particular, without prejudice to that general duty, you agree to be legally bound by the following terms and conditions. If you do not agree to be bound by the following terms and conditions, you should not proceed with enrolment.
- 2.3 You agree to:
- (a) comply with the Rules and Regulations of the University, which contain your rights and duties as a student. (These are available online at <http://www.arts.ac.uk/student/academicregulations/>)
 - (b) read the course handbook relating to your course before the commencement of your course (available from the beginning of August of the academic year of which you are enrolling at <http://moodle.arts.ac.uk>);
 - (c) satisfy all requirements of your course, including attendance at the University;
 - (d) maintain satisfactory standards of behaviour as required by the University in its regulations and as stipulated from time to time;
 - (e) respect the rights and sensitivities of fellow students and University staff;
 - (f) abide by Health and Safety rules and regulations as intimated to you by the University;
 - (g) adhere to the University's IT policy as set out in its rules and regulations;
 - (h) be bound by the University's Intellectual Property Policy as published online at <http://intranet.arts.ac.uk/intellectual-property/>

- (i) promptly pay all fees and sums reasonably demanded by the University from time to time;
- (j) be responsible for your own UK immigration status;
- (k) comply with the University's rules, regulations and guidance in relation to Library and Learning Resources;
- (l) notify the University of any change in your circumstances that will affect the fees which you have paid or you are liable to pay; and
- (m) accept any reasonable changes and variations to the course and University regulations.

2.4 Additionally you confirm that you understand that:

- (a) failure by you to provide full and accurate information may result in the offer of a place on the course being withdrawn by the University or make any existing offer void or voidable by the University;
- (b) providing deliberately misleading information may entitle the University to take legal action against you;
- (c) once enrolled you may be liable for the fees due irrespective of whether or not you complete the course;
- (d) if you are eligible to pay fees at the concessionary rate, you authorise the University to confirm eligibility directly with the relevant benefits agency;
- (e) if you become a debtor to the University, when you pass a HE course the University may withhold your certificate until the debt is paid and that you may not be allowed to attend any graduation ceremonies, subject to the exercise of the sole discretion by the University Secretary and Registrar as he sees fit. FE courses are awarded by external bodies and separate arrangements may apply.
- (f) you are required to maintain an immigration status in the UK that permits you to undertake the course and that if you fail to do so the University may suspend you from the course until the immigration position is resolved to the University's satisfaction.

3. Data Protection Notice

The University processes data in accordance with the Data Protection Act 1998. The personal information you provide will be processed for purposes connected to your period of study at the University and may be transferred between University departments as well as the Students' Union. Some of the information you provide will be sent to the Funding Councils, their agents and other statutory bodies for statistical and other purposes, including the National Student Survey. Information may also be sent to other institutions for verification of qualifications. Address details may also be made available to local and other public authorities for their prescribed purposes including Council Tax. We will also pass your personal details to the UK Home Office if required. Please inform your College promptly of any change of address or other personal information you have provided. Examination results may be displayed on notice boards within the University. Graduation ceremonies are regarded as public events. Names of graduands (including those graduating in absentia) are published in the graduation programme. Audio and visual images of the ceremony are publicly available. If you object to the above publication of your personal data please inform the University Secretary and Registrar.

4. Students' Union

- 4.1 The Students' Union, ("SUARTS"), represents the University's students (<http://www.suarts.org/>). When enrolled you are automatically granted membership of SUARTS and the National Union of Students unless you opt out. As SUARTS is a charitable company, you will become a member of SUARTS. The University will automatically pass your data to SUARTS. SUARTS will only use that information for running the Students' Union, for example to enable you to participate in elections, to keep you informed of its activities and all your opportunities as a University student.
- 4.2 SUARTS will provide advice and sometimes representation for you in relation to any matters affecting the contract between you and the University.
- 4.3 SUARTS would like to communicate with you via your University email and via the SUARTS website. This communication would include information regarding your membership rights, including for example notice of general meetings, referenda and election of trustees. It may also include information about SUARTS' activities as described above.
- 4.4 By completing your enrolment, you give your consent to SUARTS sending or supplying you with any document or information (as outlined above) by email or website.
- 4.5 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

5. Equal Opportunities

- 5.1 We ask all students to answer Equal Opportunities Monitoring questions during enrolment. This information helps us to see whether we are treating all students fairly and that all students can maximise their University experience. The information you give us is kept confidentially, in line with the Data Protection Act 1998. It is best practice for us to ask these questions but you can choose not to share your details if you so 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/>

6. Photo Consent

Under the terms of the Data Protection Act 1998, your consent must be obtained before University of the Arts London can use your photograph. The photograph you have supplied will be held on the student record system for identification purposes by administrative staff, Course Tutors, Reception staff and Security Staff. Your photograph will also be used to produce your student ID card. By accepting the terms and conditions you are confirming that you agree to your details being used in the way described above. If you object to your photograph being used for these purposes please inform the University Secretary and Registrar.

7. Governing Laws

The agreement is governed exclusively by English Law and by the English Courts. In the event of dissatisfaction your right of complaint lies to the Office of the Independent Adjudicator, ("OIA"), to which body you agree to submit any complaint before institution of any formal legal proceedings.

8. Events outside our control

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond our reasonable control.
- 8.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- (a) we will contact you as soon as reasonably possible to notify you; and

- (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. Where the Event Outside Our Control affects our performance of services to you, we will restart the services as soon as reasonably possible after the Event Outside Our Control is over;
- (c) you may cancel the contract between you and us if an Event Outside Our Control takes place and you no longer wish us to provide the course to you. Please see your cancellation rights under clause 9 below.

8.3 We will only cancel the contract if the Event Outside Our Control continues for longer than one University term or 16 weeks, (whichever is the shorter), in accordance with our cancellation rights below.

9. Cancellation Rights

Your Cancellation Rights

- 9.1 Before we begin to provide the course, you have the following rights to cancel the agreement between us, including where you choose to cancel because we are affected by an Event Outside Our Control or we change these Terms to your material disadvantage:
- (a) You may cancel at any time within seven days from the date of completing enrolment. We will confirm your cancellation in writing to you;
 - (b) If you cancel and you have made any payment in advance for the course or University provided accommodation we will refund these amounts to you;
 - (c) However, if you cancel and we have already started work on preparation for the course you have to pay us any costs we have reasonably incurred. We will tell you what these costs are when you contact us;
 - (d) Where you have cancelled because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.

Our cancellation rights

- 9.2 We may have to cancel the start date for the course due to an Event Outside Our Control or in the case of key personnel or key materials without which we cannot provide the course being unavailable. We will promptly contact you if this happens.
- 9.3 If we have to cancel the course before the course start date and you have made any payment in advance for services that have not been provided to you we will refund these amounts to you.
- 9.4 Where we have already started work on providing the course by the time we have to cancel under this clause we will not charge you anything and you will not have to make any payment to us.
- 9.5 We may cancel the contract between us at any time with immediate effect by giving you written notice if:
- (a) you do not pay us when you are supposed to, namely yearly in advance or as otherwise agreed between us in writing; or
 - (b) you break the contract in any other material way such as breaching our disciplinary procedures, and you do not remedy this if capable of remedy within 14 days of us asking you to in writing.

10. Right to Advice

This is a consumer contract and you are able to obtain advice in relation to its terms and conditions from SUARTS as well as your local Citizens Advice Bureau.

11. Your Declaration

You declare that all the information you have provided at enrolment is true to the best of your knowledge and that you have read these terms and conditions and agree to be bound by them.