

**University of the Arts London**  
**Terms and Conditions of Use – Online Submission Tool**

The following Terms and Conditions ("Agreement") set out the legally binding terms for your use of the University of the Arts London ("UAL") Online Submission Tool. By using the UAL Online Submission Tool, you agree to be bound by this Agreement.

You are only authorised to use the UAL Online Submission Tool if you agree to comply with all applicable laws and with this Agreement. Please read this page carefully. If you do not accept the terms and conditions set out in this Agreement, you must not use (and are not authorised to use) the UAL Online Submission Tool.

This Agreement includes our policy for acceptable use of the UAL Online Submission Tool, your rights, obligations and restrictions regarding your use of the University of the Arts London Online Submission Tool and a statement about our use of your personal data. You may download a copy of this Agreement from: <http://www.arts.ac.uk/study-at-ual/apply/online-portfolio/>.

**1 Permitted use of the Online Submission Tool**

- 1.1 Access to the UAL Online Submission Tool is restricted to individual applicants to UAL, UAL staff, and UAL Representatives carrying out work commissioned by UAL. UAL Representatives are our approved agents who submit applications on behalf of students. If you do not fall within one of these categories, you are not permitted to use the UAL Online Submission Tool.
- 1.2 In consideration of UAL allowing you to use the University of the Arts Online Submission Tool, you agree to:
- (a) register (or arrange for a UAL Representative to register on your behalf) using accurate and current information about yourself;
  - (b) complete (or arrange for a UAL Representative to complete on your behalf) the UAL Online Submission Tool honestly and accurately;
  - (c) complete all questions yourself, or direct a UAL Representative to complete all questions with answers provided by yourself;
  - (d) directly and promptly notify UAL immediately at University of the Arts London, Academic Registry, 272 High Holborn, London WC1V 7EY if any information on your application form ceases to be accurate or truthful after it has been submitted;
  - (e) allow the details of your qualifications and work experience to be checked by UAL with the organisations and authorities concerned;
- 1.3 You acknowledge and agree that you are solely responsible for the form, content, quality, and accuracy of any material submitted by you, or a UAL Representative on your behalf, using the UAL Online Submission Tool.
- 1.4 You warrant and undertake that the work posted by you, or a UAL Representative on your behalf, within the UAL Online Submission Tool is your own work and it does not violate the privacy rights, publicity rights, intellectual property rights (including copyright), contract rights, moral rights or any other rights of any person anywhere in the world.
- 1.5 The service is offered free to individual applicants to UAL. Accordingly:
- (a) the service may be suspended or terminated at any time by UAL at its sole discretion and UAL does not warrant that the service will operate uninterrupted or that it will be error-free;
  - (b) you agree that you are using the Online Submission Tool at your own risk and that UAL will not under any circumstances have any liability for any loss or damage arising due to:

- (i) the failure or unavailability of the service, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any communication;
  - (ii) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of UAL's services or any combination thereof.
- 1.6 You agree that the University is not responsible for maintaining any link to and from, and for the content appearing on, any third party site appearing on the UAL Online Submission Tool.
- 1.7 Nothing in this Agreement shall exclude or limit UAL's liability for:
  - (a) death or personal injury caused by UAL's negligence; or
  - (b) for any other liability which may not be excluded by law.
- 1.8 You agree and acknowledge that if you supply false information as part of your application UAL may withdraw any subsequent offer of a place on a course at UAL, or exclude you from a course at UAL.

## **2 UAL's use of your personal data**

- 2.1 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 Online Submission Tool's services to you, for administrative purposes, to consider and process your application to UAL, for equal opportunities monitoring, to enforce our rights in connection with this Agreement Terms and to send you information about other products or services offered by us that may be of interest to you.
- 2.2 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).
- 2.3 By using our Online Submission Tool and submitting your personal data to us, you are giving us explicit consent to use your personal data in this manner, and for the purposes, referred to in this paragraph 2.
- 2.4 Please inform us promptly of any change of address or other personal information you have provided.

## **3 Intellectual Property Rights in your work.**

UAL does not claim any rights to use any text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials that you post as part of your work to the UAL Online Submission Tool. You continue to retain all ownership rights in your work, and you continue to have the right to use your work in any way you choose.

## **4 Specific Prohibited Uses**

- 4.1 The UAL Online Submission Tool may be used only for lawful purposes by or on behalf of individuals applying to the University. The University specifically prohibits any of the following use(s) of the UAL Online Submission Tool and you agree (and will procure that any other person acting on your behalf agrees) not to use the UAL Online Submission Tool, for any of the following:
  - (a) posting any incomplete, false or inaccurate information or information which is not your own;
  - (b) positing any information which is defamatory, obscene or illegal;
  - (c) deleting or revising any material posted by any other person or entity;

- (d) using any device, software or routine to interfere or attempt to interfere with the proper working of the UAL Online Submission Tool or any activity being conducted on our site.
- (e) taking any action which imposes an unreasonable or disproportionately large load on the UAL Online Submission Tool infrastructure;
- (f) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the UAL Online Submission Tool, or any parts of the site on which the UAL Online Submission Tool is located.

## **5 General**

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall give any third party any benefit or any right to enforce any term of this Agreement except as expressly set out in this Agreement.
- 5.2 This Agreement and any dispute arising out of it shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English courts.