

# UNIVERSITY OF THE ARTS LONDON

## Terms and conditions – Awards Ceremonies 2019.

### 1. Introduction and interpretation

1.1 These terms and conditions ("Terms") apply to all Tickets provided by University of the Arts London ("we" or "us") which permit attendance at our Awards Ceremonies in 2019.

1.2 In these Terms, the following expressions have the following meanings:

"Ceremony" means one of the awards ceremonies which we offer which are referred to by us on our Website;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other European Union legislation relating to personal data.;

"Event Outside Our Control" means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, strikes, and acts of God;

"Graduate Ticket" means a ticket supplied by us free of charge to you, a student eligible to receive an award at a Ceremony, permitting that student to attend at that Ceremony;

"Guest Ticket" means a ticket which you may purchase by placing an Order which allows your guests to attend a Ceremony at which you will be receiving your award;

"Late Registration Fee" means the administrative fee of £60 payable by you if you complete Registration later than the date specified in paragraph 3.4; or

"Order" means your order for Guest Tickets at a Ceremony, placed by you via the Website;

"Order Confirmation" means the email which we send to you confirming we have accepted your Order (where applicable, and subject to the successful completion of your course) and that your purchase of Tickets has been successful;

"Registration" means the process by which you register an interest in attending a Ceremony by providing the information required by the "Registration" section of our Website;

"Price" means the Price payable by you in relation to the purchase of the Guest Tickets in your Order;

"Privacy Policy" means our policy on the collection and use of your personal data in force from time to time and that is available to view at <http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/privacy-policy/>;

"Tickets" means Guest Tickets and Graduate Tickets;

"Website" means the pages of our website dedicated to our Ceremonies and the supply of Tickets for them which can be found at [www.arts.ac.uk/students/graduation](http://www.arts.ac.uk/students/graduation);

### 2. About us and how to contact 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 via the “contact us” link on the Website.

### 3. Registration and Placing an Order for Tickets

- 3.1 Graduate Tickets are free of charge. In order to be allocated a Graduate Ticket to attend the Ceremony for your course, you must complete Registration using our Website.
- 3.2 If you wish your guests to be able to attend your Ceremony then, in addition to completing Registration for your own Graduate Ticket, you must also place an Order for Guest Tickets.
- 3.3 We strongly recommend that you do not wait until you have completed your qualification to complete Registration for your Ceremony, or it may be too late for us to accept your Registration and you may be liable for the payment of Late Registration Fees.
- 3.4 If you complete Registration later than **Friday 10<sup>th</sup> May 2019** then you must pay us a Late Registration Fee of £60 to cover the additional cost which is incurred by us in processing late Registrations for our Ceremonies.
- 3.5 We are not obliged to accept any Registration after **Friday 14<sup>th</sup> June 2019** but if we do allow you to complete Registration after this date then you must pay us a Late Registration Fee of £60 to cover the additional cost which is incurred by us as a result of your delay.
- 3.6 The information on our Website is not an offer to provide Tickets to you. Your Order is an offer to us to purchase Tickets, subject to these Terms and Conditions.
- 3.7 Late Registration Fees are payable whether or not you subsequently purchase any Guest Tickets, and is in addition to the cost of any Guest Tickets which you may purchase.
- 3.8 To purchase Guest Tickets for a Ceremony you must first complete Registration for that Ceremony and then you must submit your Order and pay the Price no later than **Friday 14<sup>th</sup> June 2019**.
- 3.9 Please ensure that the details on your Order are complete and accurate, before you submit the Order.
- 3.10 When you submit the Order to us, this does not mean we have accepted your Order. Our acceptance of your Order will take place as described in paragraph 3.11. If we are unable to supply you with the Guest Tickets, we will inform you of this in writing and we will not process your Order.
- 3.11 These Terms will become binding on you and us when we issue you with an Order Confirmation, at which point a contract will come into existence between you and us.
- 3.12 We will use reasonable efforts to accommodate any changes which you may request to your Tickets, but we are not obliged to do so. We will not accept any requests for changes to Tickets after **Friday 14<sup>th</sup> June 2019**.
- 3.13 If you do not pass your qualification but have already purchased Tickets for the award Ceremony, the cost of your Tickets for that Ceremony will be refunded automatically in August or September 2019 and to the card on which the Tickets were purchased from. Any Late Registration Fees which you have paid will also be refunded.

#### 4. **Tickets**

- 4.1 Any Ticket you purchase from us remains our property and is a personal revocable permission given by us to you or your guests to attend the relevant Ceremony. We may withdraw that permission and refuse you or guests admission at any time. If this occurs, you will be refunded the Price of any Guest Ticket which has been withdrawn or for which access was refused.
- 4.2 When you collect your tickets, please keep them in a safe place. We are not obliged to issue replacement Tickets for any lost, stolen, damaged or destroyed Tickets. Tickets are non-transferrable.
- 4.3 Whilst we make every effort to ensure your Tickets are correct, it is your responsibility to check your Tickets upon collection and before entry to the Ceremony. Mistakes cannot always be rectified. The number of Guest Tickets which are available vary for each of our colleges and/or faculties.
- 4.4 Your Graduate Ticket for which you have completed Registration and any Guest Tickets which you have ordered will be available for collection on the day of the Ceremony at the venue where the Ceremony is taking place. We do not send tickets by post or by any other method. Seven days before the date of your Ceremony we will send you an email containing joining instructions which contain information about how to collect your tickets and other important details about the Ceremony.
- 4.5 The University shall not be liable for any costs incurred for travel or accommodation made by you or your guests.

#### 5. **Cancellations and Refunds**

- 5.1 We will allow you to cancel your Registration for your Graduate Ticket, or to cancel or amend your Order for Guest Tickets, at any time on or before **Friday 14<sup>th</sup> June 2019**. Except as set out in paragraph 5.2 below you may not cancel or amend your Registration or your Order after that date and no refunds will be available after that date.
- 5.2 You may cancel your Order and/or Tickets at any time if you do not pass the qualification or if the conferment of your award is delayed, subject to providing us with evidence which is satisfactory to us.
- 5.3 If you wish to cancel or amend your Order and/or Tickets under paragraph 5.1 or 5.2 you must do this via the Portal (myGraduation).
- 5.4 If you cancel your Registration or your Order as permitted by this paragraph 5 we will refund to you the Price of the Tickets which you have cancelled. We expect to process refunds in August or September 2019 and refunds will be made to the card on which the tickets were purchased from.

#### 6. **Early Bird Free Prize Draw**

##### Prize Draw Rules

- 6.1 This Paragraph 6 sets out the rules for our Graduation Ceremony Earlybird Prize Draw 2019 (“**the Draw**”). University of the Arts London is the promoter of the Draw. Its registered office is at 272 High Holborn, London WC1V 7EY.
- 6.2 By completing your Registration you agree to these rules.

6.3 The Draw is a free prize draw.

#### How to join in the Draw

6.4 If you are a student at the University of the Arts London and are eligible to graduate at our graduation ceremonies held in July 2019, you are eligible to take part in the Draw.

6.5 Each Registration which we receive for the 2019 graduation ceremonies will be entered automatically into the draw, provided that:

6.5.1 You are an eligible student under these rules;

6.5.2 Your Registration has been fully and correctly completed; and

6.5.3 Your online Registration is received by us in the Examinations and Conferment office not later than 23:59 hours on Friday 12<sup>th</sup> April 2019.

#### How the Draw Works

6.6 The Draw will be held on Friday 19<sup>th</sup> April 2019. Three prizes are available for each of our graduation ceremonies (see paragraph 6.11.4 below). In respect of each of our graduation ceremonies, we will randomly select three Registration forms (one form for each prize) from amongst those students who are eligible to take part in the Draw and who have satisfied the requirements set out in paragraphs 6.4 and 6.5 above.

6.7 In all matters relating to the Draw, our decision is final and we will not respond to further questions or queries. We do not accept any liability for any letters or communications lost, damaged or delayed in transit.

6.8 If the Draw cannot take place on Friday 19<sup>th</sup> April 2019 it will take place as soon as reasonably practicable after that date.

#### Announcing the Winners

6.9 Not later than Monday 22<sup>nd</sup> April 2019 we will send an email to each potential winner, using the email address entered on the winner's Registration form. We may also try to contact winners by other means, such as by post or by phone, where we have these details.

6.10 It is your responsibility to ensure that the contact details which you include on your registration form are correct.

6.11 The potential winner will no longer be entitled to a prize if:

6.11.1 we have not been able to send a letter because post has been returned from the address provided, or we have not made contact through other means because incorrect email or other contact details have been provided, by Friday 12<sup>th</sup> April 2019; or

6.11.2 if, having made contact with a potential winner, we have not received a response from them by Friday 10<sup>th</sup> May 2019.

6.11.3 If any potential winner with whom we make contact informs us that they do not wish to accept the prize, we may carry out a further Draw to find an alternative winner for that prize.

#### Prizes

6.11.4 The following prizes will be awarded to winners in the Draw:

- 6.11.5 Guest Tickets for a private box (seating 4 people) at the Royal Festival Hall London at the graduation ceremony for which the winner has registered;
- 6.11.6 free hire of the academic robes needed for the ceremony for which you register. The official academic robes for University of the Arts London are provided by Ede & Ravenscroft. The design of hood and robe differ according to the qualification: PhD, MA, Postgraduate Diploma or Certificate, Graduate Diploma or Certificate, BA (Hons), FdA / FdSc or Diploma in Higher Education / Certificate in Higher Education. The cost of hiring robes online varies between £45.00 and £58.00;
- 6.11.7 a free graduation photography package at the ceremony for which you register, consisting of a Standard Photography Pack. This will be provided by Ede and Ravenscroft - the official photographers for the University of the Arts London Graduation Ceremonies. This will consist of the standard pack of three 10" x 8" and four 5" x 4" photographs;
- 6.11.8 One set of three prizes will be drawn for each of our graduation ceremonies taking place in July 2019.

#### Changes to the Draw and Ending the Draw

- 6.11.9 We may cancel the draw without notice if we are prevented from continuing because of a legal or regulatory issue, or for any cause beyond our reasonable control. If this happens we will notify you by placing a notice on our Website at [www.arts.ac.uk/students/graduation](http://www.arts.ac.uk/students/graduation).

## **7. The Ceremony**

- 7.1.1 It is your responsibility to ensure that your Registration is properly completed and that you are eligible to attend the Ceremony and receive your award.
- 7.1.2 We will use all reasonable endeavours to ensure that the Ceremony for which you have requested Tickets takes place. However we may cancel a Ceremony if we are prevented from going ahead because of an Event Outside our Control. If we have to cancel a Ceremony we will send an email notice of cancellation to the email address which you provided at the time of your Registration, and will place a notice of cancellation on our Website.
- 7.1.3 We may make changes to a Ceremony which we reasonably consider to be necessary, including to ensure that the Ceremony complies with any applicable law or to satisfy any other operational requirement and we will notify you of any such changes which we consider to be material.
- 7.1.4 All intellectual property rights in or arising out of or in connection with the Ceremony (including intellectual property rights in any programme for the Ceremony or other materials created by us and provided to you) shall be owned by us.
- 7.1.5 In order to be eligible to come onto the stage at the Ceremony to receive your award you must wear official University of the Arts London robes. These are available for hire from Ede & Ravenscroft at [www.gownhire.co.uk](http://www.gownhire.co.uk).
- 7.1.6 By confirming your attendance at graduation graduating students confirm they agree to wear official University of the Arts London academic robes provided by our robing company Ede and Ravenscroft. The University reserves the right to refuse admission to those students who do not comply with this requirement.

- 7.1.7 If you arrive late at the Ceremony we will use our reasonable efforts to fit you in but it may not be possible to do so, in which case we reserve the right not to allow you to enter the venue.
- 7.1.8 The Ceremony will be professionally filmed and the footage is posted on the University website after the Ceremony. Footage may also be used by us for media publications, including online postings and advertising. By registering to attend the Ceremony you give your permission for us to record, transmit and use images (both still and moving) of you at the Ceremony. We retain all rights to any images.
- 7.1.9 Students who attend the Ceremony will have their First name(s) and Surname announced. We are unable to use preferred or abbreviated names. All information will be taken from our central student record system which you provided upon enrolment at the University. Readers at the Ceremony will endeavour to pronounce the names of graduating students correctly on stage but we cannot guarantee that names will be pronounced correctly and accept no liability for disappointment or distress in the event that pronunciation is not correct.
- 7.1.10 Any children over the age of two years old must have their own seats during the Ceremony and a ticket must be purchased for them when ordering Guest Tickets.
- 7.1.11 To enable us to ensure that students and guests are able to participate fully in the Ceremony, any special access requirements must be made known to graduation team in advance by emailing us at [graduation@arts.ac.uk](mailto:graduation@arts.ac.uk) or by including them when you submit your Registration Form.

## **8. Your obligations**

- 8.1 You agree to:
- (a) refrain from using any audio or visual equipment during the Ceremony;
  - (b) comply with our health and safety rules in place for the Ceremony, as notified by us to you from time to time;
  - (c) conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff, other students, our suppliers or other members of the public.

## **9. Price and payment**

- 9.1 The Price for each Guest Ticket is £20. There are no reductions for children, senior citizens or otherwise. Graduate Tickets are free of charge to our students who are eligible to receive an award at the relevant Ceremony.
- 9.2 You must pay the Price for Guest Tickets in full in GBP via our Website at the time you place your Order. The payment system on our Website will accept payments from computers using the latest version of Internet Explorer, Mozilla Firefox (for users of Microsoft Windows) or Safari (for users of Apple devices).
- 9.3 Payment of the Price can be made by credit card or debit card only.

## **10. Your cancellation rights**

- 10.1 In addition to the cancellation rights set out at paragraph 5 above, you may also cancel the Contract at any time if:

- (a) we breach the Contract in a 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 Tickets or the Ceremony for which you have placed your order when we are supposed to for 2 weeks or more; or
- (c) we go into liquidation or a receiver or administrator is appointed over our assets.

## 11. **Our cancellation rights**

- 11.1 We may cancel the Contract if an Event outside Our Control prevents us providing the Tickets or the Ceremony as further outlined in clause 12 below.
- 11.2 We may cancel the Contract, decline to supply Tickets to you and/or exclude you from any Ceremony if:
- (a) you behave in a manner which is disruptive or offensive to our staff or other students and, despite receiving a verbal or written warning, you continue to do so;
  - (b) you breach the Contract in a material way and do not correct the situation within 14 days of us asking you in writing to do so.

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

- 12.1 If a Ceremony cannot take place or is delayed due to an Event outside Our Control the University will not be liable for any losses direct, or otherwise incurred by you or your guests. This includes but is not limited to travel, accommodation and subsistence costs or any loss of business or earnings due to the cancellation or postponement of the Ceremony. The University will, where at all possible, make alternative arrangements for any students affected, but students and their guests should ensure that they have sufficient insurance protection to cover any losses they might suffer as a result of a Ceremony being cancelled or delayed.
- 12.2 If an Event Outside Our Control takes place which affects our obligations under the Contract then:
- (a) we will contact you as soon as reasonably possible to notify you;
  - (b) our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and
  - (c) we will restart performing our obligations as soon as possible when the Event Outside Our Control is over.

## 13. **Our liability to you**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS PARAGRAPH**

- 13.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 13.2 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) for any other liability that may not, under English Law, be limited or excluded.

#### 14. **Data protection**

14.1 We process personal data in accordance with the Data Protection Laws. We will use your data as set out in more detail below in this paragraph 14 or as may be notified to you from time to time or otherwise as set out in our Privacy Policy.

14.2 We will use the personal information you provide to us to:

- (a) provide the Tickets and to administer your Order and your attendance at the Ceremony;
- (b) to include your first name, initials, surname and degree title in the printed programme for the Ceremony. If you do not wish to have your name printed you can either opt in or out during the Registration process (via your Portal). You must opt in or out by 14<sup>th</sup> June 2019.
- (c) to include your name on our College-specific Graduation merchandise (i.e. souvenir T-shirts) available for purchase at our Ceremonies. If you do not wish to have your name printed on Graduation merchandise you can opt in or out during the same Registration process (via your Portal). You must opt out in or out by 14<sup>th</sup> June 2019.
- (d) process your payment for the Price; and
- (e) to communicate with you in connection with your Order and/or the Ceremony.

14.3 We will not give your personal data to any other third party except that we may share your personal data with:

14.3.1 our third party suppliers of college-specific souvenir T-shirts at the Ceremonies: Campus Global Ltd (unless you have opted-out in accordance with clause 14.2(b) above);

14.3.2 our third party printers of programmes for the Ceremonies: Trade Winds Colour Printers Ltd and Turnbull Grey Ltd (unless you have opted-out in accordance with clause 14.2(c) above); and

14.3.3 the operators of the venues at which the Ceremonies are held; and

14.3.4 other legal entities in the University's group.

14.4 You must inform us promptly if your contact details change.

#### 15. **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 may be available from your local Citizen's Advice Bureau.

#### 16. **Student Debts**

It is expected that students will clear all liabilities to the University. In the case of tuition fees, students will not be able to collect their degree certificate until the debt is cleared. Students attending a Ceremony with a tuition fee debt will therefore be unable to collect their degree



certificate. If you are concerned how a debt to the University will affect your graduation please email the Student Fees Manager for your college.

## 17. **Contacting Us**

17.1 If you wish to contact us in connection with completing your Registration or your Order, please contact Registry Helpdesk at [registryhelpdesk@arts.ac.uk](mailto:registryhelpdesk@arts.ac.uk). If you have any other query about the Ceremony please contact us using the relevant contact details below:

- [graduation@arts.ac.uk](mailto:graduation@arts.ac.uk) please put your College in the title of your email query
- +44 (0)207 514 9355

17.1.1 If you wish to contact us by post, please use the following address:

Awards Ceremony  
Academic Registry  
University of the Arts London  
272 High Holborn  
London WC1V 7EY

## 18. **Other important terms**

18.1 We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.

18.2 You may not transfer your rights or obligations under the Contract to any other person.

18.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 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.

18.5 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean 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 automatically waive any later default by you.

18.6 These Terms and the Contract are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.