

## 1. Introduction and interpretation

1.1 These Terms and Conditions ("**Terms**") apply to the Pre-sessional English, EPIC (Exam Preparation Intensive Course), and Pre-Foundation English programme provided by University of the Arts London ("**we**" or "**UAL**") at its Language Centre. These Terms do not apply to the English Language programmes, Languages, Arts & Culture or Progress Test also offered by the Language Centre, University of the Arts London.

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

"**Application**" means your application for a place on the Course, made by submitting your Application Form;

"**Application Form**" is the online form supplied by us on the UAL online portal and completed by you;

"**CAS**" means the 'Confirmation of Acceptance for Studies' that we will issue to you after Confirmation to assist you in obtaining a Student visa which you require to attend the Course;

"**Confirmation**" has the meaning given in paragraph 3.5;

"**Contract**" has the meaning given in paragraph 3.5;

"**Course**" means the course or courses or Programme set out in the Application Form or such alternative course that you and we subsequently agree that you will undertake;

"**Data Protection Laws**" means the European Union Data Protection Directive 95/46/EC, any national laws or regulations implementing that Directive, the General Data Protection Regulation (EU 2016/679) ("**GDPR**") (when applicable) and any national laws or regulations constituting a replacement or successor regime to GDPR;

"**Event Outside Our Control**" means any event or circumstances beyond our reasonable control such as: strike, lock-outs or other industrial action by third parties; strikes, lock-outs or other industrial action by our employees; civil commotion, riot invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, adverse weather, subsidence, or other natural disaster or "act of god"; failure of public or private telecommunications networks; pandemic, epidemic and any restrictions or requirements that might be imposed by any Government, regulator or relevant authority, and will include, for example, any disruption caused as a result of COVID-19; and/or decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract;

"**Fees**" means the tuition fees and administration fees payable by you in relation to the Course;

"**Offer**" means our written offer to you, to provide you with a place on the Course;

"**Personal Data**" means any information relating to an identified or identifiable person ("**data subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Printed Marketing Materials**" means any printed marketing materials which we publish in relation to the Course and Programme;

"**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 <https://www.arts.ac.uk/privacy-information>;

"**Programme**" means, if applicable, the programme of Courses set out in the Application Form;

“**Regulations**” has the meaning given in paragraph 3.6(b);

“**Sensitive Personal Data**” means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation;

“**Services**” means the teaching services and related teaching materials that we will provide in relation to the Course;

“**VLE**” means the online virtual learning environment that we use to deliver part of our Courses from time to time; and

“**Website**” means our website at <https://www.arts.ac.uk> .

## **2. About us and how to contact us**

2.1 We are University of the Arts London, a higher education corporation and exempt charity for the purposes of the Charities Act 2011. Our main place of business is at 272 High Holborn, London, WC1V 7EY.

2.2 You can contact us at this address, or via the link on the Language Centre section of the Website: <https://www.arts.ac.uk/study-at-ual/language-centre>, or by emailing [presessional-admissions@arts.ac.uk](mailto:presessional-admissions@arts.ac.uk).

## **3. Reservation and confirmation**

3.1 When you complete and submit your Application you are making an offer to UAL to purchase the Course referred to in the Application Form in accordance with these Terms.

3.2 An Application may only be submitted by individuals who are at least 18 years old.

3.3 Whether or not we send you an Offer in response to your Application will be at our discretion.

3.4 If you receive an Offer from UAL, it will contain confirmation from UAL that you will be booked on the Course subject to:

(a) you accepting the Offer on the UAL online portal within 5 working days of the date of the Offer; and

(b) UAL’s receipt of payment of the Fees within 5 working days of the date of the Offer.

3.5 When you have accepted the Offer and payment has been received in accordance with paragraph 3.4 above, we will send to you a confirmation email accepting your booking (“**Confirmation**”), at which point and on which date a legally binding contract will come into existence between UAL and you for the supply by UAL to you of the Services (and any related services and/or goods) (the “**Contract**”).

3.6 The terms of the Contract are set out in:

(a) these Terms; and

(b) the UAL student rules and regulations as applicable to you, available online at <https://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/> and as amended from time to time (the “**Regulations**”).

3.7 The Terms and the Regulations constitute the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise or representation made by us or on our behalf which is not set out in these Terms or the Printed Marketing Materials or the Website.

3.8 The Contract will commence on the date of the Confirmation and continue until completion of the Course, unless it is cancelled earlier in accordance with these Terms.

## **4. Our Services**

4.1 We will use reasonable endeavours to ensure that the Services meet the description set out on in the Website in all material respects.

4.2 We will use reasonable endeavours to comply with the timetable for the delivery of the Services which is specified on the Website or otherwise agreed between us. However, you

agree that dates, modes, and locations for delivery of the Services may be subject to changes from time to time.

- 4.3 We may make any changes to our Services and/or any Course or take any steps:
- (a) which are necessary due to an Event Outside Our Control;
  - (b) to comply with any applicable law, regulation, safety requirement, recommended government rules and/or guidance relating to any disease or public health matter or in response to regulatory changes;
  - (c) in order to improve the quality of educational services (for example, 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; or
  - (d) which do not materially affect the nature or quality of the Services and/or Course.

We shall notify you in any such event.

4.4 We will provide the Services with reasonable care and skill.

4.5 All intellectual property rights (of whatever nature) in, or arising out of or in connection with, the Services (including any training or other materials) shall be owned by us.

## **5. Your Obligations**

5.1 You agree to:

- (a) comply with the Regulations;
- (b) maintain an immigration status that entitles you to undertake the Course;
- (c) attend a minimum of 90% of classes and be on time;
- (d) ensure that you have the level of English specified on the Website to join the Course. Further details of which can be found on the Pre-session course web page on our Website: <https://www.arts.ac.uk/study-at-ual/international/pre-sessional-english>;
- (e) provide the equipment and materials that we advise you on our Website that you will need in connection with the Course;
- (f) obtain and maintain any visa you require to undertake the Course; and
- (g) participate on your Course in accordance with UAL policies and procedures.

## **6. Immigration**

6.1 You agree that:

- (a) you are responsible for obtaining and maintaining any immigration status you require to undertake the Course. More information about student immigration can be found on the UK Visas and Immigration website at: <https://www.gov.uk/government/organisations/uk-visas-and-immigration>;
- (b) it is your responsibility to meet any attendance requirements specified as a condition of your immigration status. You acknowledge that if you fail to comply with any immigration conditions, we may be obliged to report this to UK Visas and Immigration ("UKVI") in order to comply with reporting obligations;
- (c) we will report any non-attendance in relation to the Course to UKVI; and
- (d) if your attendance is unsatisfactory, we reserve the right to refuse future bookings from you.

6.2 If you have indicated in your Application Form that you require a CAS from us in order to assist you in applying for a Student route visa from UKVI to entitle you to study in the UK, we may start the process of obtaining the CAS from UKVI at any time after receiving your Application. Unless otherwise specified on our Website for the Course you are applying to, our Fees include the cost which we will incur in obtaining a CAS on your behalf.

6.3 If we issue you with a CAS and your visa application is subsequently refused for reasons that we deem to be within your control, we reserve the right not to issue another CAS to you.

- 6.4 If you fail to demonstrate that you have a valid immigration status, you accept that you will not be entitled to commence the Course and we reserve the right to cancel the Contract on written notice to you, or withdraw you from the Course. In these circumstances, we will not be liable to you and will not be responsible for any related or ancillary costs or losses that you incur.
- 6.5 On occasion, we may need to contact the UK Home Office to clarify details on any outstanding visa applications and previous immigration history. You accept and acknowledge that this may involve us giving information about you to the UK Home Office.

## **7. Your Legal Cancellation Rights**

- 7.1 You have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the “**Cancellation Period**”) without giving any reason. The Cancellation Period will expire 14 days from the date of Confirmation. To cancel you must inform us by a clear statement, by emailing us at [presessional-admissions@arts.ac.uk](mailto:presessional-admissions@arts.ac.uk).
- 7.2 We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.
- 7.3 If you cancel in accordance with paragraph 7.1, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel. However:
- (a) if you have expressly requested that we start providing the Services within the Cancellation Period then we will be entitled to charge you a reasonable sum for the Services based on the proportion of the Course you have undertaken and the overall cost of the Course; and
  - (b) if, at the time you cancel, we have already started the process of obtaining a CAS for you (where applicable) we will be entitled to charge you for the cost which we have incurred in obtaining the CAS, plus associated costs and VAT (currently this totals £25.20); and we can deduct this sum from any refund payable to you.
- 7.4 The other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to and do not affect your rights under this paragraph 7.

## **8. Your other Cancellation rights**

- 8.1 You may cancel the Contract by telling us in writing before the first day of the Course.
- 8.2 If you tell us about your cancellation after expiry of the Cancellation Period referred to in paragraph 7.1 but not less than 28 days before the first day of the Course we will refund to you the Fees for the cancelled Course, but we shall be entitled to retain from those Fees a cancellation fee of £500 and, if applicable, the cost which we have incurred in obtaining a CAS, plus associated costs and VAT (currently this totals £25.20).
- 8.3 If you tell us about your cancellation fewer than 28 days before the first day of the Course and the reasons for cancellation are other than those provided in paragraph 8.4 below, or if you do not arrive to take the Course, you will not receive any refund of the Fees unless we are able to fill your place on the Course, in which case we will refund to you the amount you have paid, less a cancellation fee of £500.
- 8.4 If you tell us about your cancellation fewer than 28 days before the first day of the Course and where the reason for cancellation is because of a visa refusal for reasons that we deem not to be within your control, we will refund to you the amount you have paid, less a cancellation fee of £500, and, if applicable, the cost which we have incurred in obtaining a CAS, plus associated costs and VAT (currently this totals £25.20). We will only be able to issue this refund upon receipt of a valid visa refusal document issued by UKVI.
- 8.5 Subject to the provisions of paragraph 7.3, if you cancel your place on the Course after the Course has started, you will not be entitled to any refund or credit of the Fees.
- 8.6 You may cancel the Contract if we break the Contract in a material way and do not correct the situation within 14 days of you asking us in writing to do so in which case we will refund any Fees that you have paid.

## **9. Postponement**

You may not postpone your Course or any part of it.

## **10. Course transfers**

After you have started a Course, you may not transfer onto an alternative Course.

## **11. Our cancellation rights**

11.1 We may cancel the Course no later than 4 weeks before a Course starts if there is low demand for that Course in which case you can either:

- (a) transfer onto an available alternative course (and pay any applicable additional fees or receive a partial refund if the fees for the alternative course are less than the Fees you have paid) (you acknowledge that not transferring onto an alternative course could affect the validity of your immigration status); or
- (b) cancel the Contract and receive a full refund of the Fees you have paid.

11.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more (see paragraph 19) or if we lose our right for the purposes of relevant legislation to provide the Services, in which case we will refund any Fees you have paid.

11.3 We may cancel the Contract or suspend you from the Course if:

- (a) your attendance falls below 90% at any time during the Course (other than for reasons outside your reasonable control);
- (b) you do not pay the Fees when you are supposed to;
- (c) your actions are in breach of the UAL rules and regulations for students, including the Disciplinary Code for Students;
- (d) it comes to our attention that you do not have an immigration status entitling you to undertake the Course; or
- (e) you break the Contract in a material way and, where the situation is capable of being corrected, you do not correct it within 14 days of us asking you in writing to do so.

## **12. Fees and payment**

12.1 The Fees payable for the Course are published by us on our Website and must be paid by you within 5 working days of the date of our Offer.

12.2 If your participation in the Course requires you to purchase any additional goods or services from us (for instance in relation to excursions), then the costs of these additional goods or services will be set out in the Printed Marketing Materials or on the Website.

12.3 Payment of the Fees must be made in full, in pounds sterling, on the UAL online portal. Payment can be made by credit or debit card, bank transfer or by e-wallet (<https://www.arts.ac.uk/study-at-ual/how-to-enrol/pay-your-tuition-fees>). For the avoidance of doubt, in the event that UAL is not able to accept your booking for any reason and as a result we do not provide you with a Confirmation in accordance with clause 3.5, we will reimburse you the Fees you have paid in accordance with this clause 12 without undue delay.

12.4 Where arrangements have been made for a third party (such as a sponsor) to pay your Fees on your behalf, you will be responsible for payment of such Fees if that third party does not pay the Fees when due. We will need written evidence of any sponsorship payment prior to providing you with a Confirmation in accordance with clause 3.5.

12.5 If you do not pay the Fees to us in accordance with the Contract you will not be entitled to start the Course.

- 12.6 If you miss teaching time because of absence, illness, because you are late starting the Course or because a public holiday falls on a teaching day, you will not be entitled to any reduction in the Fees.

### **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;
  - (c) any other liability that cannot be excluded by law.
- 13.3 Except as set out in paragraph 13.2 above, in no event shall our liability to you arising out of or in connection with any Contract (whether caused by our negligence or our breach of the Contract) exceed the total amount of the Fees which you have paid to us under that Contract.
- 13.4 This paragraph 13 shall survive termination of the Contract.

### **14. Holiday**

In accordance with clause 5.1(c) you must attend a minimum of 90% of classes. The only exception is for students joining the 25 week and 19 week Pre-sessional Courses which include a one-week holiday from 27 May – 2 June 2021 inclusive (as stated on our Website).

### **15. Online Delivery**

- 15.1 Your Course may be delivered online using the VLE ("**Online Course**"). We will provide you with information on how to access the VLE prior to the commencement of the Course. You acknowledge that you may only use the content on the VLE for your own personal learning and you are not permitted to adapt or use it for any other purpose other than for your own learning of the Course.
- 15.2 Access to an Online Course comes to an end at the end of the Course at which point you will no longer have access to it or the VLE.
- 15.3 The Online Course content has been created by tutors who are predominantly based in the United Kingdom and as such caters to the environment and culture in the United Kingdom. Whilst it is not their intention, it is possible that such Course content may cause offence to cultural or religious sensitivities.
- 15.4 You agree to ensure that you will be present on the VLE to attend the Online Course at the scheduled times for the entire duration of the sessions, which are always stated as UK time and factoring in the changes in time between GMT to BST.
- 15.5 You acknowledge that the cost of any equipment and internet access are not included in the Fees and will be your own responsibility.
- 15.6 You accept that it will be your responsibility to check that any materials and equipment, or other devices you intend to use for the purposes of undertaking the Course, is compatible with any specification requirements of the Course.
- 15.7 You acknowledge and agree that failure to comply with paragraph 15.4 may limit your

progress on the Online Course. You accept that if you fail to attend a lesson, fail to participate in online assessments, or fail to submit online course work on time without good reason, or without the permission of UAL, UAL may consider that you have deemed to have withdrawn from, or be required to leave the Course.

- 15.8 If there are problems with your connection to the VLE which disrupt other students who are enrolled on the Online Course, UAL reserves the right to remove you from the Online Course until you have been able to resolve the issue and you will not be entitled to any reduction or refund of the Fees.
- 15.9 UAL will use reasonable endeavours to make an Online Course available but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. UAL reserves the right to suspend access to the VLE and Online Course for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. UAL will use reasonable endeavours to give you reasonable notice in the event of any suspension or withdrawal of the VLE of which UAL is aware. You accept and acknowledge that providing UAL has complied with the provisions of this paragraph 15.9, UAL will not be held responsible for any technical problems you encounter following the purchase of an Online Course, and accepts no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the VLE.
- 15.10 You should always keep separate copies of work you upload onto the VLE. To the extent permitted by law, UAL accepts no liability whatsoever for loss, destruction or corruption of or to data or content uploaded onto the VLE.

## **16. Online Courses: content, access, sharing and reproduction**

- 16.1 Without prejudice to paragraph 0, you agree that you will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided to you as a part of your Online Course.
- 16.2 Without prejudice to paragraph 0, you further agree not to record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any content created or uploaded by other students as available on the VLE.
- 16.3 You may download and use Online Course materials where available, for your own personal, non-commercial use only.
- 16.4 You acknowledge that due to the interactive nature of the Online Courses, at times it may be appropriate for you and other students to reproduce, download, modify, adapt and/or re-publish other students' material uploaded onto the VLE in relation to the Online Course and you agree that other students may do this in relation to content that you upload.
- 16.5 When you upload material to the VLE as part of your Online Course, you confirm that you are entitled to upload this material for this purpose and that this will not in any way infringe any other person's rights.
- 16.6. You will not upload or share with other students or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.
- 16.7 You agree that UAL shall be under no obligation to monitor, screen or censor any of the content that you or any third party uploads to the VLE. To the fullest extent permitted by law, UAL accepts no responsibility for any such content.
- 16.8 UAL reserves the right to suspend access to the VLE or remove any material you upload or share with other students or tutors in breach of these Terms.

- 16.9 By uploading material to the VLE, you give us the right to use the material in any part of our courses and to include your material in our own online and print material for promotional purposes. You accept that if you do not wish to give UAL the right to use your uploaded material you must notify UAL in writing by emailing the UAL Language Centre office prior to the commencement of the Course.
- 16.10 The VLE and Online Course materials may contain links or embedded links to third party content and websites. These links are provided for your reference only and UAL does not endorse the content or the operations associated with them. UAL has no control over such content and cannot accept any liability for such third party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.
- 16.11 Online Courses regularly makes use of third party service providers like Google, Facebook, Twitter, You Tube, Vimeo etc. some of which might be blocked in some countries. You acknowledge that it is your sole responsibility to ensure you are able to access the content of Online Courses including content on third party service providers. You accept that if you require further advice as to what service providers will be used on any Online Course, you should contact the Language Centre office by email: [presessional-applications@arts.ac.uk](mailto:presessional-applications@arts.ac.uk).
- 16.12 UAL is not responsible for the location, hardware and infrastructure you choose to access the VLE from and as such it is your responsibility to comply with any necessary health and safety regulations that apply.

## **17. Data Protection**

- 17.1 We will process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. You understand and accept that we will use your data as set out in our Privacy Policy: <https://www.arts.ac.uk/privacy-information>.
- 17.2 We will not give your Personal Data to any other third party except as set out in our Privacy Policy and we may share your Personal Data:
- (a) with other companies in the same group of companies as us;
  - (b) if your booking has been made through an agent we may share information with them; or
  - (c) if you require a visa or other permission to study in the UK, we will inform the relevant authorities if you:
    - (i) have a Student route visa and you do not enrol for the Course when you are supposed to;
    - (ii) have a Student route visa and you withdraw or are expelled from the Course, take time out from the Course or exceed the number of permitted unauthorised absences;
    - (iii) have a Student route visa and you transfer to a Course of a shorter length; or
    - (iv) break the conditions of your permission to stay in the UK.
- 17.3 You must inform us promptly if:
- (a) there is any change to your immigrations status; or
  - (b) your contact details change.

## **18. Events Outside Our Control**

- 18.1 We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control. 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 the Services as soon as possible when the Event Outside Our Control is over.

## **19. Complaints**

- 19.1 If you have any complaints about the Services, you can raise these with us by emailing [presessional-admissions@arts.ac.uk](mailto:presessional-admissions@arts.ac.uk).

- 19.2 If you have a complaint about UAL, you can access UAL's complaints handling policy at <https://www.arts.ac.uk/study-at-ual/academic-regulations/complaints-and-appeals>. You acknowledge that you are required to familiarise yourself with the details of UAL's complaints handling policy and accept that there may be separate procedures for the handling of academic and non-academic complaints.

## **20. 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.

## **21. Other important terms**

- 21.1 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.
- 21.2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms. You may not transfer your place on the Course to any other person.
- 21.3 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.
- 21.4 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.
- 21.5 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. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.