

UAL - BIRKBECK COLLEGE JOINT MASTERS DEGREE IN BUSINESS ADMINISTRATION

Enrolment Terms and Conditions 2021-2022

These Terms set out the basis on which the University of the Arts London and Birkbeck College University of London ("us" or "we" or "our") will deliver educational services to students who enrol on the Masters Degree in Business Administration jointly developed and delivered by us. By accepting your Offer, you are agreeing to enter into a contract with us for the delivery by us jointly of these services which is governed by these Terms. If you do not wish to be bound by these Terms you should not accept your Offer.

1. DEFINITIONS

1.1 In these Terms, the following terms have the following meanings:

"Academic Regulations"	means the rules and regulations of UAL governing the Course in force from time to time which can be viewed at http://www.arts.ac.uk/study-at-ual/academic-regulations/course-regulations/ as amended by these Terms;
"Additional Costs"	means any costs in addition to the Fees which are payable by you to us in connection with your Course;
"Application"	means your application for a place on your Course;
"Birkbeck"	means Birkbeck College identified in full in Clause 2(2) of these Terms;
"Contract"	means the contract between you and us for the provision of the Course (being made up of these Terms and your Offer);
"Course"	means the Masters Degree in Business Administration developed and delivered jointly by UAL and Birkbeck, and leading to a Joint Award, the details of which are set out in the Programme Specification;
"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;
"Deposit"	means the sum specified as a deposit fee set out in your Offer to secure your place on the Course;
"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 the reasonable control of either or both Institutions including but not limited to strikes, lock-outs or other industrial action by third parties or 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 regulatory that impact on our ability to perform our obligations under the Contract;
"Fees"	means the tuition fees payable by you in relation to the Course, as set out in your Offer;
"Fees Policy"	means UAL's policy on payment and refunds of fees, available online at http://www.arts.ac.uk/study-at-ual/academic-regulations/student-regulations/student-fees-policy as amended from time to time;
"Handbook"	means the handbook in relation to the Course including the arrangements for delivery of the Course, which is available online at http://moodle.arts.ac.uk/ from the beginning of the academic year in which you are enrolling;
"Institution"	means, as the context requires either UAL or Birkbeck and Institutions shall mean both of us;
"Joint Award"	means the award issued by UAL and Birkbeck jointly to a student on successful completion of the Course.
"Offer"	means the written offer to you of a place on the Course, submitted to you either directly by UAL or via UCAS;
"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;
"Policies"	means such of the rules, policies and procedures of UAL, including the Fees Policy, in force from time to time (except as specifically amended by us in relation to the Course as set out in the Handbook or otherwise notified to you) that are relevant to the Course and that are made available to you on the Website or otherwise provided to you;
"Processing"	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Privacy Policy"	means our policy on 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/study-at-ual/academic-regulations/student-regulations/student-privacy-policy
"Programme Specification"	means subject to these Terms the description of the Course set out in the Programme Specification available on the Website as at the date you accept your Offer and in the Handbook;

"Rules and Regulations"	means the student rules and regulations of UAL, available online at http://www.arts.ac.uk/study-at-ual/academic-regulations (except that when you are attending any Birkbeck campus or site or accessing any Birkbeck IT systems the Birkbeck policies relating to criminal offences and breaches of general non-academic regulations available online at http://www.bbk.ac.uk/registry/policies/policies-1 shall apply to you) as amended from time to time;
"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;
"Terms"	means these terms and conditions (including the documentation referenced within these terms and conditions);
"UAL"	means the University of the Arts London identified in full in Clause 2 (1) of these Terms; and
"Website"	means UAL's website at https://www.arts.ac.uk .

1.2 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.

1.3 In the event of any conflict or inconsistency between:

1.3.1 the description of the Course detailed in the Course Specification set out on the Website; and

1.3.2 a provision in these Terms and the documents forming part of the Contract (including the Offer), these Terms shall prevail and should be taken as correct.

2. ABOUT US

We are:

1. 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 ("UAL"). You can contact us at this address or the contact us section of the Website; and
2. Birkbeck College University of London, a higher education institution incorporated by Royal Charter number RC000048 whose registered office is at Malet Street, London WC1E 7HX.

3. THE CONTRACT

3.1 The Offer is our offer jointly to provide the Course to you on these Terms and subject to you meeting the Entry Requirements. All administration of the Offer, enrolment and registration of students (including checking compliance with the Entry Requirements and immigration status), collection and administration of Fees, and day to day administration of student enquiries shall be managed by UAL on behalf of both Institutions. Any decision, notice or communication issued or given to you by UAL in relation to any such matters shall be valid and deemed to be given by and on behalf of both Institutions. If you have any questions regarding any part of the administration process including provision of results and transcripts you should contact UAL at Central Saint Martins, Granary Building, 1 Granary Square, King's Cross, N1C 4AA or at csmbbk.mba@arts.ac.uk.

3.2 The Contract is subject to these Terms and is created once you accept your Offer.

3.3 The Offer we make to you will be conditional or unconditional. If your Offer is conditional, we will set out the conditions which you will need to fulfil in order to be admitted onto the Course.

3.4 If you have not fulfilled the conditions of your Offer and thus met the Entry Requirements before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer and such notice will be sent to you by UAL.

4. ENROLMENT

4.1 In order to commence your study on the Course you must enrol at UAL and pay all applicable Fees for the Course and any Additional Costs notified to you for payment on enrolment. You should follow the process for enrolment applicable to your student status set out on the Website. Please note, for some students including for example those enrolling on the first year of any course and/or for international students enrolling on each year of their course formal enrolment is a two stage process to be completed on-line **and** in person and that both stages must be completed in order to enrol with us.

4.2 If you do not enrol within 14 days of the start of the Course we reserve the right to refuse to enrol you and withdraw you from the Course (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules at either Institution.

4.3 Where the Course is intended to last for more than one academic year we will ask you to re-enrol 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.

4.4 At enrolment where you attend in person you must provide to UAL proof of your identity and proof that you have satisfied all of the Entry Requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English. For students who are non-EEA nationals, in addition to providing proof of identity and documentation relevant to meeting your Entry Requirements, you will also be required to provide original evidence of your right to study in the UK, in the form of an original valid visa or biometric residence permit. Students who are non-EEA nationals are required to enrol in person at the start of each year of the Course and to provide an official valid visa evidencing your right to study in the UK at the start of each academic year. If you fail to provide proof of identity, evidence of meeting the Entry Requirements specified for you, or evidence of your right to study in the UK as applicable, we will be entitled to cancel the Contract on written notice to you, or suspend you from the Course and not allow you to enrol with us, in each case without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.

4.5 By completing the enrolment process, you warrant and represent that:

4.5.1 you have an immigration status that entitles you to undertake the Course (see Clause 5 below for further details);

4.5.2 you have met all of the Entry Requirements; and

4.5.3 the information provided by you to us in your Application is true, accurate and complete and does not omit any material information relevant to your Application, your attendance as a student at each Institution or your immigration status.

5. IMMIGRATION (APPLICABLE TO NON-EEA NATIONALS ONLY)

5.1 You will need to demonstrate, at the point of enrolment, that you have a valid immigration status to undertake the Course. If you fail to demonstrate that you have a valid immigration status you will not be entitled to enrol for the Course and we reserve the right to cancel the Contract on written notice to you and withdraw you from the Course (without liability to you) and we shall not be responsible for any related or ancillary costs or losses you incur.

5.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying on the Course with us.

5.3 We are required to withdraw sponsorship of your Student visa if you do not comply with Home Office rules, including but not limited to:

- 5.3.1 failure to meet the minimum attendance requirements;
 - 5.3.2 your enrolment has been terminated, or you withdraw or commence an interruption of studies;
 - 5.3.3 if you successfully complete the Course in a shorter period than originally planned;
 - 5.3.4 failure to enrol or re-enrol in accordance with Clause 4; and
 - 5.3.5 failure to provide evidence that you have valid leave to remain in the UK.
- 5.4 If you choose to withdraw from the Course or if your study is terminated by us, this will affect the validity of your Student visa sponsored by us and your ability to enter and/or remain in the United Kingdom.
- 5.5 If your visa is revoked for any reason, we will interrupt or terminate the Contract pursuant to Clause 8.7.3.
- 5.6 On occasion, we may will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms, you consent to UAL contacting the Home Office on your behalf and the UK Home Office releasing such information to us.

6. RIGHTS AND OBLIGATIONS

- 6.1 Subject to our right to make changes pursuant to Clause 6.3, we will use all reasonable endeavours to deliver the Course in accordance with the Rules and Regulations and the Policies. The specific timetable for the delivery of the Course (including term dates) will be communicated to you before the start of the Course.
- 6.2 You agree to:
- 6.2.1 comply with the Academic Regulations;
 - 6.2.2 maintain an immigration status that entitles you to undertake the Course;
 - 6.2.3 satisfy all reasonable requirements of the Course, including in relation to attendance;
 - 6.2.4 comply with the Rules and Regulations and Policies (including as applicable the relevant Birkbeck policies when attending on any Birkbeck campus, attending online-classes or recorded sessions or accessing Birkbeck IT systems);
 - 6.2.5 observe the reasonably accepted standards of behaviour consistent with the social and cultural norms of the UK (or for those students on a study abroad or exchange programme with the standards reasonably expected in the country where they are undertaking their studies); and
 - 6.2.6 conduct yourself at all times and in all your dealings with fellow students, Course tutors, staff, third parties and visitors in a professional and courteous manner, respecting their individual rights and feelings, and observing the reasonable instructions and guidance of your tutors and staff at each Institution as applicable.
- 6.3 We may make any changes to the Course:
- 6.3.1 which are necessary due to Events Outside Our Control;
 - 6.3.2 which are necessary to comply with any applicable law or safety requirement; and
 - 6.3.3 in order to improve the quality of educational services, 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 the Course.

- 6.4 If we are required to make a change pursuant to Clause 6.3, we shall notify you as soon as reasonably practicable and if you reasonably believe that the proposed change will have a material prejudicial affect on you, you may cancel the Contract and withdraw from the Course without any liability to pay further Fees in relation to the Course. If you choose to cancel the Contract (and withdraw from the Course) in accordance with this Clause 6.4 we will use reasonable endeavours to offer you a place on a comparable alternative course, if it is reasonably practicable to do so.

7. FEES AND PAYMENTS

- 7.1 The Fees payable are set out in the Offer and (except for the Deposit) are payable at enrolment. The Fees we charge are subject to change in accordance with Section A of the Fees Policy and you may be required to pay a higher tuition fee in each of the subsequent academic years of your Course.

- 7.2 You will be required to pay the Deposit when you accept your Offer in order to secure your place on your Course. If you change your mind and decide to cancel your place on the Course and the Contract you may do so by notifying us in writing. Please see clause 8.2 titled 'Your Cancellation Rights' for an explanation of the process and timing for letting us know if you choose to cancel, and of your rights to any refund of the Deposit and/or Fees.

- 7.3 The Fees including the Deposit are payable to and will be collected by UAL on behalf of both Institutions. The Fees must be paid to us directly by you unless the Student Loans Company or another third party including a corporate sponsor pays the Fees directly on your behalf. If your sponsor fails to pay the Fees on your behalf, you will be liable to pay the Fees. For information about sponsorship and how to pay the Fees, please see UAL's Fees Policy and the Website.

- 7.4 Where the Course requires you to 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 your Programme Specification and/or the Fees Policy.

- 7.5 If you fail to pay the Fees 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.

- 7.6 You acknowledge that, subject to these Terms, you may be liable for the full amount of the Fees payable regardless of whether or not you complete or pass the Course.

- 7.7 There is no general entitlement to a refund of Fees once you have started the Course. However, refunds of Fees will be given:

7.7.1 in the case of overpayment or receipt of sponsorship after payment of the Fees has been made; and

7.7.2 pursuant to Clauses 8.2, 8.3 or Clause 9;

any claim in respect of overpayment of Fees should be made to UAL by contacting Student Finance, Central Finance Department, UAL, Granary Building, 1 Granary Square, King's Cross, N1C 4AA.

8. DURATION AND CANCELLATION OF THE CONTRACT

- 8.1 The Contract will continue until your completion of the Course unless:

8.1.1 it is cancelled earlier in accordance with these Terms; or

8.1.2 where the duration of the Course is more than one 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

- 8.2 You may cancel the Contract within 14 days after the start date of the Course without giving any reason by informing us by a clear statement. If we agreed to your joining the Course after the official start date, your 14 day right to cancel the Contract under this clause shall begin from such agreed start date. 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-2016-17.pdf> but it is not obligatory. If you use the model cancellation form you can send it by post to Academic Registry, University of the Arts London, 272 High Holborn, London WC1V 7EY or by email to 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 (minus the Deposit) and Additional Costs you have paid (if any) within 14 days of the refund being approved.
- 8.3 In addition to your rights under Clause 8.2, you may cancel the Contract if:
- 8.3.1 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;
 - 8.3.2 an Event Outside Our Control prevents us from providing the Course or any other services to you for 2 weeks or more; or
 - 8.3.3 the events set out in Clause 6.4 arise.
- 8.4 If you wish to withdraw from the Course and receive a refund of the Fees or Deposit in any other circumstances other than those described in Clauses 8.2 and 8.3, then we will consider your request in accordance with the Fees Policy.

Our cancellation and suspension rights

- 8.5 We may cancel the Contract:
- 8.5.1 in accordance with the termination rights set out in your Offer;
 - 8.5.2 at any time prior to the commencement of the Course if there are insufficient students enrolled on the Course for it to be viable for us to run the Course;
 - 8.5.3 due to the unavailability of key personnel or materials;
 - 8.5.4 if an Event Outside Our Control that prevents us from providing the Course continues for longer than one university term or 16 weeks, (whichever is the shorter); or
 - 8.5.5 if either one or both Institutions lose our right for the purposes of relevant legislation or regulatory requirements to provide the Course to you.
- 8.6 If we cancel the Contract under any of Clauses 8.5.2, 8.5.3, or 8.5.4 affecting just one Institution we will use reasonable endeavours to offer you a place on a comparable alternative course at the unaffected Institution, if it is reasonably practicable to do so.
- 8.7 Subject to us complying with the Rules and Regulations and any relevant Policies we may cancel the Contract at any time with immediate effect by giving you written notice if:
- 8.7.1 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 or your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application form);
 - 8.7.2 you do not pay the Fees or Additional Costs when you are supposed to;
 - 8.7.3 at any time you are not able to demonstrate by producing appropriate documentation satisfactory to UAL that you have an immigration status entitling you to undertake the Course;

- 8.7.4 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
 - 8.7.5 you have failed to meet the requirements of the Course, as set out in your Offer, the Programme Specification or the Rules and Regulations (including, without limitation, in respect of your attendance or academic results).
- 8.8 In addition to our rights under Clause 8.7 we may suspend your participation on the Course during any period when:
- 8.8.1 any of the Fees are outstanding;
 - 8.8.2 we reasonably suspect that you do not have an immigration status that entitles you to undertake the Course; or
 - 8.8.3 we are dealing with a serious suspected breach by you of the Rules and Regulations and/or Policies.
- 8.9 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use the facilities or services of either Institution, submit assessments, take tests/examinations, or proceed to any degree or award issued jointly by the Institutions or either of them in respect of the Course. In the event that you are suspended from participation on the Course you may be excluded from attending lectures, classes or seminars, using the facilities or services of either Institution, submitting assessments, taking tests/examinations, or proceeding to any degree or award issued jointly by the Institutions or either of them in respect of the Course at the reasonable discretion of UAL.

9. REPAYMENT OF FEES ON CANCELLATION

If you cancel the Contract under Clause 8.2 or 8.3 or 8.4, or we cancel the Contract under Clause 8.5 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 the Course, with such refund issued in accordance with the Fees Policy. If you cancel the Contract under Clause 8.4 the provision of any refund will be subject to you producing evidence (to UAL's reasonable satisfaction) of your exceptional circumstances. If we cancel the Contract under Clause 8.7 you may be entitled to a refund in accordance with the Fees Policy.

10. DATA PROTECTION

- 10.1 We will process Personal Data, including Sensitive Personal Data, in accordance with the Data Protection Laws. We will use your data as set out in our [Privacy Policy](#).

11. LIABILITY

- 11.1 Whilst we take all reasonable care to ensure the safety and security of students whilst on our premises, we cannot accept responsibility, and expressly we exclude liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 11.2 Subject to clause 11.3 neither Institution shall be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the applicable Institution.
- 11.3 Nothing in these terms and conditions shall limit our liability to you for fraud or wilful default or for death or personal injury caused by the negligence of the applicable Institution. Subject to the foregoing sentence, neither Institution shall be liable to you under any circumstances for any special, indirect or consequential losses.

12. 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 each Institution please contact:

For UAL: email diversity@arts.ac.uk or visit <http://www.arts.ac.uk/diversity/>

For Birkbeck: visit www.bbk.ac.uk/about-us/equality

13. EVENTS OUTSIDE OUR CONTROL

- 13.1 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 of either or both Institutions under these Terms:
- 13.1.1 we will contact you as soon as reasonably possible to notify you;
 - 13.1.2 where the Event Outside Our Control affects only one Institution (the 'Affected Institution'), the other, the 'Unaffected Institution' will use reasonable endeavours to perform the obligations of the Affected Institution until such time as the Affected Institution is able to resume performance;
 - 13.1.3 if the Event Outside Our Control affects both Institutions, or if the Unaffected Institution is unable to perform the obligations of the Affected Institution in accordance with clause 13.1.2, then 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
 - 13.1.4 we will restart the delivery of the Course and performance of our obligations as soon as reasonably possible after the Event Outside Our Control is over.
- 13.2 Should an Event Outside Our Control interfere with our ability to deliver your Course or any pastoral services, we will try and minimise the disruption caused to you where this is possible, but whether this is possible will depend on the nature of the Event Outside Our Control.

14. COMPLAINTS

If you have any complaints about the processes or procedures of either Institution or the Course, you can raise these with us. If your complaint relates to the admission phase of your application meaning any time up to completion of enrolment you should follow UAL's Admissions, Complaints and Appeals policy available on the Website. If your complaint relates to the period after completion of enrolment you should follow UAL's Student Complaints and Appeals process set out in the Rules and Regulations.

To the extent that any complaint relates to conduct or behaviour while you are on Birkbeck's campus UAL will continue to manage the complaint and shall liaise with Birkbeck in resolving your complaint.

For complaints raised under the Student Complaints and Appeals process once UAL's internal complaints procedure is completed, you have a right to complain to the Office of the Independent Adjudicator whose website is at www.oiahe.org.uk.

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 is available from your local Citizen's Advice Bureau.

16. GENERAL

- 16.1 The Contract is governed exclusively by English Law and the courts of England and Wales will have non-exclusive jurisdiction in relation to it.
- 16.2 The Contract constitutes the entire agreement between you and us in relation to its subject matter.
- 16.3 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.

- 16.4 Each of the Clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- 16.5 The Contract is between you and us only. No person other than you, UAL and Birkbeck shall have any rights to enforce it.

17. 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, accurate and complete to the best of your knowledge and information and that you have read these Terms and agree to be bound by them. If it is discovered that your Application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your Application form, we may withdraw or amend your Offer, or terminate the Contract pursuant to Clause 8.7.1, according to the circumstances, without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.