Enrolment Terms and Conditions

2023/24

Last updated February 2023
Enrolment Terms and Conditions

Contents

Important information 3

1. About us and how to contact us 3
2. Communications to and from the University 4
3. Our obligations 4
4. Your obligations 4
5. Immigration 6
6. Ownership of student work 7
7. Changes to Regulations 7
8. Changes to Courses and services 8
9. Event Outside Our Control 10
10. Suspending or ending the Student Contract 12
11. Our liability to you 15
12. How we may use your personal information 16
13. Complaints 16
14. Other important information 16
15. Appendix 1 18

Model Cancellation Form 18
Important information

This document contains important information about the contract between you and the University of the Arts London (the “University”) if you accept an offer of a place on a course at the University.

These Enrolment Terms and Conditions contain legal rights and obligations for you and the University. You should take time to read it carefully before you accept an offer of a place on a course, as it forms part of the contract between you and the University (“Student Contract”). The Student Contract will become legally binding on you and us when you accept the offer, including your obligation to pay course fees and to comply with our regulations, policies and procedures.

Because information about courses and about the University are originally published well in advance, there may be occasions where this information changes from the time you were researching the University and making an application for the course to the time we send out our offer letter. Before accepting your offer, we recommend that you refer to our website and the relevant course pages to check if any changes have been made.

If you have any questions, please contact admissions@arts.ac.uk before you accept your offer.

1. About us and how to contact us

1.1. 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.

1.2. You can contact us using the following contact information:

   1.2.1. By letter: Admissions Service, University of the Arts London, 272 High Holborn, London, WC1V 7EY

   1.2.2. By telephone: +44 (0)20 7514 6000

   1.2.3. By email: admissions@arts.ac.uk

2. How and when the Student Contract becomes legally binding

2.1. We will send an offer letter (the “Offer Letter”) directly to you by email, setting out details of our offer of a place on a specified course (the “Course”) to study with us.
Enrolment Terms and Conditions

2.2. The Offer Letter will also provide you with important information about the Course, the annual fees that apply to the Course and details of any additional fees you might need to pay to us, Course duration, location of Course delivery and details of any conditions of the offer with which you must comply.

2.3. In addition to the Offer Letter, information about your Course will be set out in the programme specification for that Course available on our University of the Arts London website, in our hard copy prospectuses and, where applicable, as described in our college guides (the “Course Information”).

2.4. More specific details about your Course (including what modules will be available and delivery and assessment methods), learning support and related services will be provided to you in the relevant Course pages on our University of the Arts London website.

2.5. To accept the offer, you will need to follow the instructions set out in the Offer Letter, and as detailed in the Admissions Policy. A legally binding contract will be formed between us for the provision of your Course and related services once you accept our offer.

2.6. If there is any inconsistency between what is in our Offer Letter and the information given to you via the UCAS system, you will need to refer to the terms of our Offer Letter (unless we have advised you that there is an error in our Offer Letter).

3. Communications to and from the University

3.1. Prior to enrolment and after you have accepted your offer, you will be provided with a university email address which the University will use for all communications with you. You are expected to check this email account regularly. Any communication sent to you by the University to this email account will be regarded as properly sent and received by you.

4. Our obligations

4.1. We will comply with these Enrolment Terms and Conditions and will provide the Course and related services falling within the scope of the Student Contract with reasonable care and skill.

5. Your obligations

5.1. You must:
5.1.1. comply with these Enrolment Terms and Conditions;

5.1.2. ensure that all information you provide (or someone on your behalf provides) to us, at any time, is and remains true, accurate, complete and is not misleading;

5.1.3. keep all information provided to us (including your contact details) up-to-date and notify us promptly of any changes in your information;

5.1.4. enrol with us at the start of your Course and re-enrol each academic year;

5.1.5. continue to satisfy all academic and other standards throughout the period of your time with us;

5.1.6. pay all Course fees and any additional charges when due, in accordance with the University’s rules regarding payment of sums due to the University, which can be found in the Fees Policy. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case;

5.1.7. comply with the University’s Rules, Regulations and Policies as amended from time (together the “Regulations”). Key provisions of the Regulations of which you should be aware include:

(a) the University’s expectations as regards standards of performance for progression, to pass certain exams or other assessments, and to submit coursework, as determined by your Course’s academic and (if applicable) professional suitability and standards and as set out in the Attendance Policy, the Course Regulations and in your specific Course handbook. Failure to meet these expectations may mean that you are not permitted to progress on your Course;

(b) the University’s rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or termination of your enrolment. Further guidance about academic misconduct can be found in the Academic Misconduct policy;

(c) the University’s expectations of student behaviour. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including termination of your enrolment. The University’s disciplinary procedures are set out in the Disciplinary Code for Students;
(d) the University’s Health, Wellbeing and Support for Study Policy, which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.

5.2. If you have been offered a scholarship or bursary, you will also be subject to the terms of those arrangements, and will need to comply with any conditions that are explained within those terms.

6. Immigration

6.1. You will need to demonstrate in accordance with the University’s relevant procedure, either before or at the point of enrolment, that you have a valid immigration status to undertake your Course. If you fail to demonstrate that you have a valid immigration status you will not be entitled to enrol at the University and we reserve the right to end your Student Contract on written notice to you and withdraw you from your Course (without liability to you) and we shall not be responsible for any related or ancillary costs or losses you incur.

6.2. If you have a visa issued by the Home Office, you must take responsibility for ensuring that you comply with the conditions of your visa throughout the duration of your Course. You must also ensure that you support the University in its immigration control obligations by following any policies and procedures relevant to international students and visa holders whilst studying at the University. This includes responding to any communications from the University in relation to your immigration status and producing in person copies of documents when requested.

6.3. You are required to inform the University promptly of any communications, events, or notifications regarding your current or prospective immigration status.

6.4. We may refuse to sponsor you or withdraw sponsorship of your Student visa (or equivalent visa to study) if you do not comply with either the Home Office rules or the University’s policies and procedures in place at any time, including but not limited to:

6.4.1. failing to obtain and/or maintain a current immigration status that allows you to study throughout the duration of your Course;

6.4.2. failing to produce in person copies of documents relating to your immigration status when requested by the University at any point during your studies;

6.4.3. failing to meet the University’s minimum attendance requirements;
6.4.4. failing to attend and engage with your course;

6.4.5. failing to inform the University of a change to any immigration bail conditions;

6.4.6. your enrolment has been terminated, or you withdraw or commence an interruption of studies;

6.4.7. you leave the UK for an extended period of time and the University decides that sponsorship is no longer necessary;

6.4.8. if you successfully complete your Course in a shorter period than originally planned, are granted an exit award or are unable to progress;

6.4.9. you fail to enrol or re-enrol as required;

6.4.10. failing to comply with the conditions of your visa.

6.5. If you choose to withdraw from your Course or if your study is terminated by the University, this could affect the validity of your visa and your ability to enter and/or remain in the UK.

6.6. If your visa is revoked or withdrawn for any reason, the University will interrupt or end the Student Contract.

6.7. The University may need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. This may involve us giving information about you to the Home Office. We are also required to hold certain information about all visa holders and produce that to the Home Office when requested to do so.

7. Ownership of student work

7.1. In the interest of encouraging innovation, creativity and development of new ideas by its students, the University does not assert ownership over intellectual property rights developed, made or created by its students in the course of their study or research at the University, except in the circumstances set out in the Intellectual Property Regulations, a copy of which can be found at Ownership Of Student Work | UAL (arts.ac.uk).

8. Changes to Regulations

8.1. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper
Enrolment Terms and Conditions

delivery of education. Changes are usually made for one or more of the following reasons:

8.1.1. to review and update the Regulations to ensure they are fit for purpose;

8.1.2. to safeguard academic standards, for example, in response to external examiner feedback;

8.1.3. to reflect changes in the external environment, including legal or regulatory changes;

8.1.4. to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;

8.1.5. to incorporate sector guidance or good practice;

8.1.6. to reflect feedback from students;

8.1.7. to aid clarity or consistency of approach.

8.2. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

8.3. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

9. Changes to Courses and services

9.1. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your Course in accordance with the Course Information.

9.2. The University will be entitled to make reasonable changes to a Course or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the Course, including:
Enrolment Terms and Conditions

9.2.1. to ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality;

9.2.2. to reflect changes and developments in pedagogy or academic research to ensure that your Course is relevant and up-to-date;

9.2.3. to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher and further education sectors;

9.2.4. in response to relevant professional or accrediting body requirements or guidance.

9.3. Examples of the types of changes which might be made include changes to:

9.3.1. the timetable for delivery of your Course;

9.3.2. the number of classes/lectures and/or other teaching activity relating to the Course;

9.3.3. the methods by which the Course is delivered and/or assessed (e.g. by moving from an in-person to virtual format);

9.3.4. the content and/or syllabus of the Course;

9.3.5. the structure and/or timing of the academic year;

9.3.6. the way that we teach, supervise and/or assess a Course;

9.3.7. the location of your Course teaching or facilities;

9.3.8. additions and/or withdrawals of certain modules on your Course or to placements, work experience or residencies;

9.3.9. reading lists to deal with changes in the relevant subject area relating to your Course.

9.4. The changes that we might make might be:

9.4.1. **Minor** i.e. do not in our view materially change how the Course and related services are provided to you; or

9.4.2. **Major** i.e. will have a more significant impact on the way that we teach and make available the Course and other services to you.
9.5. For minor changes, we will notify you of any amendments by email, providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will provide this notice to you in advance, but this may not be possible if we are required to make changes at short notice.

9.6. If we need to make any changes which will, in our reasonable opinion, have a more significant impact on your Course or on the Student Contract, and which will cause you a significant detriment, we will notify you as soon as we reasonably can in the particular circumstances, and will let you have details about the changes and how they will impact you. As with minor changes, we might not always be able to give you much notice.

9.7. You should let us know as soon as possible if you have any issues or concerns with any such major change. We will consider the matter under the relevant internal University procedures to reflect the nature of the issue you have raised.

9.8. If we make major changes to your Course or the services we provide and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the Course, move to another course, or, if required, offered reasonable support to transfer to another provider. Depending on the relevant circumstances, you may be entitled to an appropriate and proportionate refund of the fees you have paid to us, as further detailed in our Refund and Compensation Policy.

10. Event Outside Our Control

10.1. Sometimes circumstances (“Event Outside Our Control”) mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the Course, related educational and other services and facilities as described.

10.2. An Event Outside Our Control means any event or circumstance beyond our reasonable control which could not have been prevented even if we had taken reasonable care, such as:

10.2.1. strikes, lock-outs or other industrial action by our employees or third parties;

10.2.2. the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;

10.2.3. changes made by a placement provider or other partner and/or withdrawal of a placement by a placement provider;

10.2.4. 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,
Enrolment Terms and Conditions

flood, earthquake, adverse weather, subsidence, or other natural disaster or “act of god”;

10.2.5. damage, interruption or lack of access to buildings, facilities or equipment, power failure, or where our premises or staff are subject to a serious IT security event;

10.2.6. withdrawal or amendment of any relevant approval, accreditation or validation;

10.2.7. pandemic, epidemic and any restrictions or requirements that might be imposed by any Government, regulator or relevant authority;

10.2.8. changes in the law or to health and safety requirements or guidelines;

10.2.9. decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Student Contract, including, for example, any changes made by any Government or regulator regarding examination results;

10.2.10. changes in student demand for certain modules (whether optional or mandatory ones);

10.2.11. changes in student demand for our pastoral services (e.g. counselling);

10.2.12. minimum enrolment numbers not being attained or a fall in enrolment numbers.

10.3 If an Event Outside Our Control takes place that impacts how we comply with our obligations under the Student Contract:

10.3.1. we will contact you as soon as reasonably possible to notify you;

10.3.2. we will make such changes to the Course, our facilities or to the Student Contract as we deem necessary or to otherwise mitigate the impact of such an event on you;

10.3.3. we will take all reasonable steps to minimise the resultant disruption caused to you, by, for example:

   a) offering the opportunity where reasonably possible to move to another course;

   b) deferring the start date for the Course;

   c) delivering the Course in a different way, from another location or online, or at another time;
d) delivering a modified version of the same Course;

e) assisting you to transfer to complete the Course at another institution;

f) delivering other services and facilities in a different way, from a different location or online.

10.3.4. Our obligations under the Student Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control.

10.4 You should let us know as soon as possible if you have any issues or concerns about the changes made. We will consider the matter under the relevant internal University procedures to reflect the nature of the issue you have raised.

10.5 If you are not satisfied with any such steps to mitigate the disruption caused by an Event Outside Our Control, you will be offered the opportunity to withdraw from the Course, move to an alternative course at the University, or, if required, offered reasonable support to transfer to another provider. Depending on the relevant circumstances, you may be entitled to an appropriate and proportionate refund of the fees you have paid to us, as further detailed in our Refund and Compensation Policy.

10.6 Where, as a result of an Event Outside Our Control, it is necessary to close or discontinue or cease to deliver your Course, the University will follow its Student Protection Plan.

11. **Suspending or ending the Student Contract**

11.1. There may be circumstances where the Student Contract can be suspended or ended by either you or us before the normal expiry date, which will be the Course end date as stated in your Offer Letter.

**Cancellation within the statutory cancellation period**

11.2. If you have accepted an offer from us in any way other than in person at our premises, you have a legal right to cancel the Student Contract if you change your mind.

11.3. If you change your mind, you must cancel the Student Contract within the cancellation period. The cancellation period starts from the date you accept our offer and ends 14 days afterwards (the “Cancellation Period”).
Enrolment Terms and Conditions

11.4. You must clearly inform us of your decision to cancel before the expiry of the Cancellation Period.

11.5. You can use the model cancellation form in Appendix 1 to tell us, but you don’t have to. You can contact us using the information set out in the “About Us” section 1.

11.6. Note that to meet the deadline, you just have to have sent your communication to us. We do not have to have received it by that time.

11.7. Any fees (including deposit) that you have paid to us will be refunded in full within 14 days after the day you told us you want to cancel. They will only be made to the individual or organisation who actually paid the fees, unless the University agrees in writing otherwise.

11.8. We can start to provide the Course to you under the Student Contract before the end of the Cancellation Period if you have asked us to do so. This might apply, for example, if you have applied to us very soon before your Course is due to start, or applied to us via Clearing.

11.9. This will not prevent you from cancelling the Student Contract, but if you want to cancel and we have already started your Course, you acknowledge that we may deduct from any refund a fair amount to reflect the cost of any services you have actually received until you notified us of your wish to cancel.

Cancellation after the statutory cancellation period
11.10. If you cancel the Student Contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the Student Contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the Fees Policy.

11.11. You should get in touch with either your Course administration team (if you are thinking of ending your studies with us) or the Admissions Service (if you haven’t yet started with us and you decide you do not want to take up your place).

Interruption of studies
11.12. You may request time out from your studies in line with the Regulations if you are unable to attend your Course or complete your studies due to ill-health or for other reasons.
11.13. You should contact your programme administration team to discuss any such time out from your studies. Whether you are entitled to a refund in such cases will depend on the relevant circumstances, as detailed in the Fees Policy.

Suspension or termination of the Student Contract by us

11.14. We may suspend you from participation on your Course and exclude you from attending lectures, classes or seminars, accessing or using the University’s facilities or services (including virtual and online portals and environments, and pastoral services), submitting assessments, taking tests or examinations, or proceeding to any degree, diploma or other award at our reasonable discretion and in accordance with the Regulations.

11.15. In the case of a suspension, we will retain our right to end the Student Contract where the circumstances surrounding any such suspension cannot be resolved to our reasonable satisfaction, in accordance with applicable Regulations.

11.16. We may terminate your enrolment and bring the Student Contract to an end:

11.16.1. if you do not enrol or re-enrol with us by the deadlines notified to you. In this case, we will be entitled to assume that you no longer wish to continue your studies with us;

11.16.2. in the circumstances set out in the Admissions Policy, including us becoming aware that information which you (or someone on your behalf) have provided to us is untrue, inaccurate, incomplete and/or misleading; as a result of your declaration of a criminal conviction; or where, due to a disability, you are unable to undertake the Course despite all reasonable adjustments being made by the University;

11.16.3. if you do not pay your tuition fees/or any additional charges when due including where a third party fails to pay on your behalf;

11.16.4. if you are prevented from meeting the requirements of your Course due to a criminal conviction or health condition;

11.16.5. in accordance with section 6 (Immigration) above;

11.16.6. if your continued attendance at the University or on your Course poses a serious risk to your health, safety and/or welfare, or that of others;

11.16.7. for academic, disciplinary or other reasons, in accordance with the Regulations.

11.17. In some circumstances you may be entitled to a refund of some of the fees paid, as further detailed in the Fees Policy.
Other matters

11.18. If your Student Contract is terminated, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that its liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of your loan. If a third party pays your fees on your behalf, we may pay any refund directly to that third party. Further details are set out in the Fees Policy.

11.19. If your Student Contract is ended, for any reason, you will no longer be entitled to attend lectures, classes or seminars, access or use the University’s facilities or services (including virtual and online Portals and environments, and pastoral services), submit assessments, take tests or examinations, or proceed to any degree, diploma or other award that we offer.

11.20. You will need to return to us any equipment and/or materials belonging to the University as soon as reasonably possible.

12. Our liability to you

12.1. If we do not comply with the Student Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach, 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 Student Contract.

12.2. For the avoidance of doubt, where you claim that we are in breach of our obligations under these Enrolment Terms and Conditions, we will consider your complaint in accordance with our complaints process, applying any related policies and procedures to consider the complaint and each claim will be assessed on a case-by-case basis.

12.3. We cannot accept responsibility and we will not be liable to you for:

12.3.1. any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our breach of these Enrolment Terms and Conditions;

12.3.2. work submitted for assessment that is not returned;

12.3.3. personal injury or death except in so far as it is caused by our negligence, or the negligence of our staff;

12.3.4. loss of opportunity and loss of income or profit, however arising.
12.4. We do not exclude or limit in any way our liability for:

12.4.1. death or personal injury caused by our negligence or the negligence of our staff;

12.4.2. fraud or fraudulent misrepresentation; or

12.4.3. any other matter which we are not permitted to exclude or limit our liability by law.

12.5. Where an Event Outside Our Control occurs and we are unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of the Student Contract nor for continued compliance with it, including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

13. How we may use your personal information

13.1. Our Privacy Policy explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that.

14. Complaints

14.1. If you have any complaints about your Course or the academic or pastoral services provided by the University you can raise these with us. More information about how you can do this is set out in our Student Complaints and Appeals policies. If your complaint relates to the admission phase of your application (any time up to completion of enrolment) you should follow the Admissions, Complaints and Appeals policies.

14.2. If you have made a complaint under the Student Complaints and Appeals process, or other relevant regulation or procedure, and this process has been completed, you have a right to complain to the Office of the Independent Adjudicator (OIA) via the Adjudicators’ website. The Student Complaints and Appeals process, or other relevant regulation or procedure, will make clear the timescale in which any complaint to the OIA must be made.

15. Other important information

15.1. The Student Contract is between you and us. No other person will have any rights to enforce any of its terms.
15.2. We may transfer our rights and obligations under the Student 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 these Enrolment Terms and Conditions.

15.3. Every sentence and paragraph of these Enrolment Terms and Conditions is intended to work separately to each other. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs or sentences can be relied on and enforced by us.

15.4. If we:

15.4.1. do not insist that you perform any of your obligations under the Student Contract; or

15.4.2. do not enforce our rights against you; or

15.4.3. delay in doing any of the above, 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.

15.5. The Student Contract is governed by English law. You and we both agree to that any issues arising about the Student Contract will be dealt with by the English and Welsh Courts. However, if you are a resident of Northern Ireland you may also take action in courts of Northern Ireland, and if you are a resident of Scotland, you may also take action in the courts of Scotland.
Appendix 1

Model Cancellation Form

To: University of the Arts London

Address: Student Records, Academic Registry, 272 High Holborn, London WC1V 7EY

Email Address: studentsystemshelp@arts.ac.uk

I hereby give notice that I cancel my contract for the supply of services on the [insert course title] course.

Offer letter dated:

Name of individual:

Signature of individual:

Date: