

# **Enrolment terms and conditions**

---

**2021/22**

Last updated: January 2021

# Contents

|  |           |
|--|-----------|
| <b>Important information</b>   | <b>3</b>  |
| <b>1. About us and how to contact us</b>   | <b>3</b>  |
| <b>2. About how and when our contract becomes legally binding</b>                    | <b>4</b>  |
| If you are applying directly using the UAL Portal                                    | 4         |
| If you are applying using UCAS (including Clearing offers)                           | 4         |
| <b>3. Entry requirements and other conditions that you must meet and comply with</b> | <b>6</b>  |
| <b>4. Our obligations</b>  | <b>7</b>  |
| <b>5. Your obligations</b>   | <b>7</b>  |
| <b>6. Immigration</b>  | <b>8</b>  |
| <b>7. Fees and payment</b>   | <b>9</b>  |
| <b>8. When we can make changes to the contract</b>                                   | <b>11</b> |
| <b>9. Suspending or ending the contract</b>  | <b>17</b> |
| <b>10. Our liability to you</b>  | <b>27</b> |
| <b>11. Events outside our control</b>  | <b>28</b> |
| <b>12. How we may use your personal information</b>                                  | <b>29</b> |
| <b>13. Complaints</b>  | <b>29</b> |
| <b>14. Other important information</b>   | <b>30</b> |
| <b>Appendix 1</b>  | <b>31</b> |
| Model Cancellation Form  | 31        |

## 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.

The contract will contain legal rights and obligations for you and the University. You should take time to read this document carefully before you accept an offer of a place on a course as the contract will become legally binding on you and us at that point, including your obligation to pay course fees and to comply with our regulations, policies and procedures.

- Your attention is drawn in particular to the following sections:
- The conditions that you need to comply with (section 3)
- Your obligations (including for payment of fees) (section 5) and the Fees Policy
- When and how we can make changes to the Contract (section 8)
- Your legal right to cancel the Contract (section 9)
- Suspending or ending the Contract (section 9)
- Our responsibility to you (section 10).

If you have any questions, please contact one of the email addresses listed before you accept your offer.

- Home applicants: [ual.ukeuapply@arts.ac.uk](mailto:ual.ukeuapply@arts.ac.uk)
- International applicants: [ual.internationalapply@arts.ac.uk](mailto:ual.internationalapply@arts.ac.uk)

## 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 (the “University”).

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:**

- Home, and EU (Overseas) fee payers: [ual.ukeuapply@arts.ac.uk](mailto:ual.ukeuapply@arts.ac.uk)
- Overseas applicants: [ual.internationalapply@arts.ac.uk](mailto:ual.internationalapply@arts.ac.uk)

## 2. About how and when our contract becomes legally binding

2.1 We will send an 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 (the “Offer Letter”). If you are under the age of 18 at the time you accept our offer, the Offer Letter may provide details about additional terms that will apply to you until you reach the age of 18 and we may request that you provide details of a guardian to us. Please see section 11.5 of the [Admissions Policy](#) for further details. 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”).

2.2 The Offer Letter will also provide you with important information about the contract between us and will explain when and how the contract between us will become legally binding. To accept the offer, you will need to follow the instructions set out in the Offer Letter, and as described below. The process differs depending on whether you are using the online UAL Portal or using the UCAS system.

### If you are applying directly using the UAL Portal

2.3 When using the UAL Portal, you will be able to follow the instructions provided to you when you log on. Any information that you need to accept your offer (together with a copy of these Terms) will be provided to you in your Offer Letter.

2.4 To accept our offer, you will be asked to tick the “I accept” button on the UAL Portal. When you do this, a legally binding contract will be formed between us for the provision of your Course and related services.

### If you are applying using UCAS (including Clearing offers)

2.5 If you are applying using UCAS, you will need to follow the instructions given to you as set out in your Offer Letter and on the user pages of the UCAS system itself.

2.6 If you have a conditional offer, you can accept our offer as either a “Firm” choice or as an “Insurance” choice. This means that you might initially have two contracts in place with two different institutions (or if both of your choices are with us, you will have two contracts with us for two different courses). As you will ultimately only proceed with one of these choices, one of these will end automatically. Please see below for more details about how this Contract may be ended by both you and us.

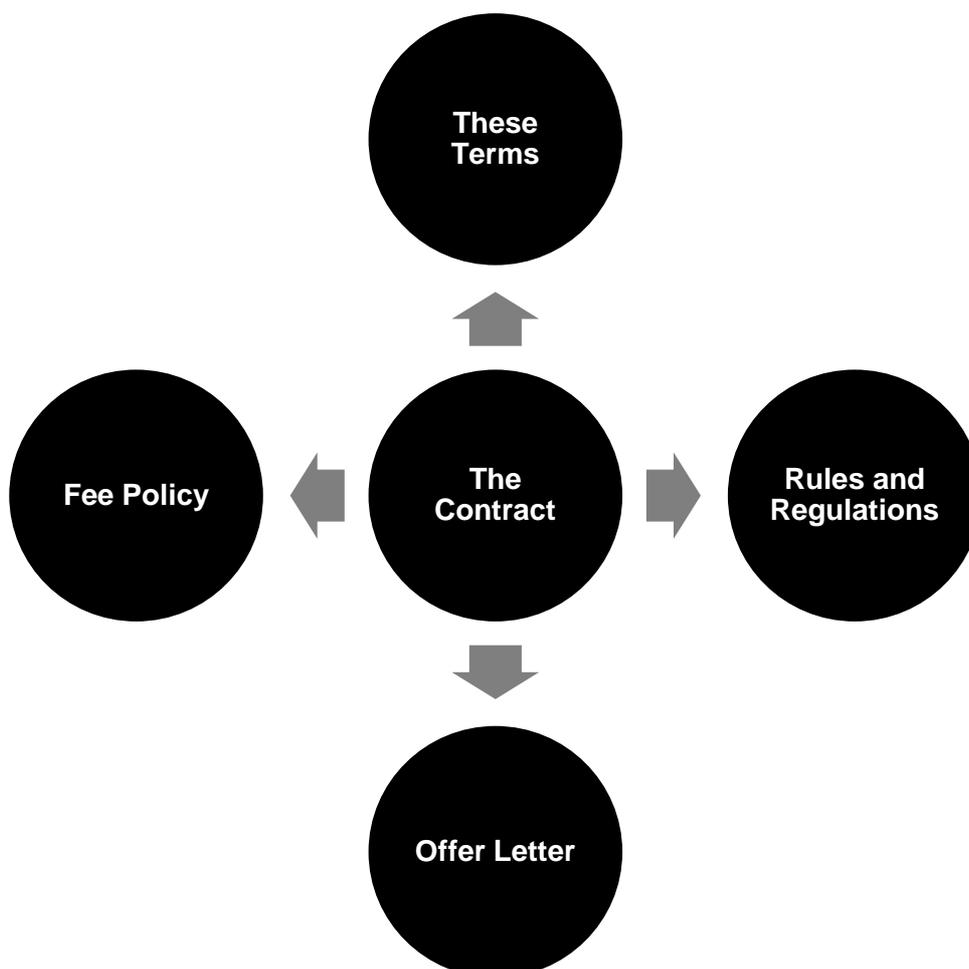
2.7 If you have applied to us via Clearing, you will need to add us as your Clearing choice through the UCAS Clearing process.

## Enrolment terms and conditions

2.8 A legally binding contract will be formed between us for the provision of your Course and related services once you accept our offer in accordance with the Offer Letter instructions.

2.9 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).

2.10 The contract between us comprises the following documents (the “Contract”), and will continue for the Course duration unless it is ended or extended in the ways described in these Terms:



- Read our [Student Fees Policy](#).
- Read our [Academic Regulations](#).
- The offer letter will contain 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 (if any), Course duration, location of Course delivery, and details of the Conditions with which you must comply.

### 3. Entry requirements and other conditions that you must meet and comply with

3.1 Our offer will either be conditional or unconditional. An unconditional offer means the applicant has met the academic entry requirements and the selection criteria for the course. A conditional offer means that some criteria has still to be met, for example results of qualifications currently being studied for or that other conditions attached to it that need to be satisfied before you can enrol with us (“Conditions”). If your offer is conditional, the Offer Letter will set out any Conditions that you need to achieve before you can enrol with us.

3.2 The Course website, and our [Admissions Policy](#), will set out any minimum entry requirements that you need to comply with. They might be requirements relating to your academic grades or qualifications, or other conditions such as minimum language skills. We refer to these as “Minimum Entry Requirements” in these Terms.

3.3 Your Course will also require you to meet standards of performance for progression, to pass certain exams or other assessments, and to submit coursework, and these will be determined by your Course’s academic and (if applicable) professional suitability and standards. 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. We refer to these as “Standards” in these Terms.

3.4 You will need to meet the Minimum Entry Requirements, Conditions and continue to comply with all relevant Standards in order to enrol with us and progress your studies with us.

3.5 You will need to provide us with evidence that you have satisfied all relevant Minimum Entry Requirements, Conditions and Standards in the form of original official documents, certifications issued by a recognised awarding body (unless these have already been verified via UCAS where you are using the UCAS system to apply) and official translations of any certifications if in any language other than English (where not otherwise verified through UCAS where you are using the UCAS system to apply):

3.5.1 by the date specified in your offer; and

3.5.2 from time to time during your Course for ongoing Standards.

Please also see section 6 for additional entry requirements for international students.

3.6 If you do not meet the Minimum Entry Requirements, Conditions or any relevant Standards, or fail to provide us with satisfactory evidence that you have met them when asked to do so, we may look to suspend or end the Contract as set out in section 9.

## 4. Our obligations

4.1 We will provide the Course and related services falling within the scope of this Contract with reasonable care and skill. 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, in the Offer Letter, and as otherwise set out in the Handbook, which is available online in our [Moodle](#) student website from the beginning of the academic year in which you are enrolling.

4.2 We will notify you of changes to the Contract as soon as reasonably practicable in accordance with section 8.

## 5. Your obligations

5.1 You must:

5.1.1 comply with the Contract;

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 meet all Minimum Entry Requirements, Conditions and (where relevant) continue to satisfy all Standards throughout the period of your time with us;

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

5.1.6 pay all Course fees and any additional charges when due;

5.1.7 comply with the Rules and Regulations and Policies as amended from time to time listed at section 2.10 (which also sets out links to each), including in respect of your attendance, participation on the Course and conduct. You acknowledge that if you do not comply with these regulations, rules, policies and procedures we can take action against you in accordance with those regulations, rules, policies and procedures;

5.1.8 behave in a manner that will help foster a University community of mutual trust and respect;

5.1.9 conduct yourself at all times and in all your dealings with fellow students, University tutors, staff, third parties and visitors in a responsible, professional and courteous manner, respecting their individual rights and feelings, and observing the reasonable instructions and guidance of your tutors and staff of the University;

## Enrolment terms and conditions

5.1.10 act within the law and not engage in activity or behaviour that is likely to bring the University into disrepute;

5.1.11 treat University property with respect;

5.1.12 for those students on a study abroad or exchange programme or work placement, observe the reasonably accepted standards of behaviours in the country or place of work where they are undertaking their studies;

5.1.13 be responsible for your own learning and pursue your studies diligently (which includes, submitting work to your tutors and attending assessments).

## 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 the 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. 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 failure to meet the University's minimum attendance requirements;

6.4.4 failure to inform the University of a change to any immigration bail conditions;

## Enrolment terms and conditions

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

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

6.4.7 if you successfully complete your Course in a shorter period than originally planned;

6.4.8 failure to enrol or re-enrol in accordance with section 5; and

6.4.9 failure 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 United Kingdom.

6.6 If your visa is revoked or withdrawn for any reason, the University will interrupt or end the 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. Fees and payment

7.1 The annual tuition fees payable for your Course (the “Fees”) are described in the Offer Letter. The Offer Letter will tell you what your “fee status” is. You can find out more about fee statuses in Section A of the [Fees Policy](#), including details about how to challenge your fee status. If you have any questions or concerns about your fee status, please contact us **before** you accept our offer. If you are entitled to a discount on your Fees, the Offer Letter will provide details of the Fees payable by you taking into account the applicable discount. In the event that your fee status has not been documented in your Offer Letter, please see Section A of the [Fees Policy](#).

7.2 If you are an overseas student, you may be asked to pay a deposit of Fees to secure your place on a Course, and details will be provided in your Offer Letter if relevant to you. The payment of the deposit will be a Condition of the Contract, and must be paid to us in full before you can enrol with us. This deposit is refundable if you request a refund within 14 days of payment of the deposit (in which case your application will be automatically withdrawn), and in certain circumstances as further detailed in our [Fees Policy](#). The deposit may also be refundable if you cancel the Contract as described in section 9.2 “Your legal right to cancel” and you may be entitled to a refund in other circumstances, as described in these Terms or as may otherwise be agreed by the University.

## Enrolment terms and conditions

7.3 Your Course may also require you to incur costs for additional goods or services from us, which are mandatory to complete your Course for example, equipment and materials, travel or accommodation costs for compulsory field trips or for residencies. In addition, you may be required to pay additional charges during your Course, for example, if you are required to re-take any Course modules, or to take certain examinations, or if you need to purchase equipment or contribute to equipment costs. The Course Information will also provide you with details of any specific mandatory costs you will need to incur to complete your Course. You will be responsible for paying any such additional charges (the “Additional Charges”) and further detail is included in Section D of the [Fees Policy](#).

7.4 If you will be staying at University accommodation, you will need to pay for such accommodation under a separate accommodation contract.

7.5 We may increase Fees annually. We will review our Fees annually to reflect a range of consumer and retail indices, but any increase will never exceed 5% of the preceding year’s Fees or, if lower, the fee limits imposed on us by the Government.

7.6 We will notify you of the level of increase to your Fees in writing as soon as possible, and in any event before the start of each academic year.

7.7 You must pay all Fees and Additional Charges when due. In limited circumstances, you may be permitted to pay your Fees in instalments. Please see Section G of our [Fees Policy](#) for more information, as it includes important information about when payments by instalment might be permitted, as well as what your liability to us is if you end your Course early, and provides details about what happens if you suspend your studies.

7.8 You can pay for Fees and Additional Charges using the University’s secure on-line payment facilities available in your [UAL Portal](#), by internet banking or by bank transfer. Due to ongoing COVID-19 disruption, we may not be able to accept payment in person or by telephone, but if we can accept payment in this way, we will notify you. We do not accept cash payments. Further details of when and how you are required to make payments are set out in our [Fees Policy](#).

7.9 Where arrangements have been made for a third party (such as the Student Loan Company or a sponsor) to pay your Fees and/or any Additional Charges on your behalf, you will be responsible for payment of such fees and charges if that third party does not pay those fees when due. We will need to receive written evidence of any sponsorship payment prior to or on enrolment. Please see Section F of the [Fees Policy](#) for more detail.

7.10 If you are having difficulty paying your Fees or any Additional Charges, please do get in touch with us (via your Fees Manager or via the Student Advice Service) as soon as possible.

## Enrolment terms and conditions

7.11 We may be entitled to end the Contract or to take other action against you (including to impose interest or late payment charges or to withhold certificates) if you fail to pay your Fees after being given the opportunity to pay them in line with our [Fees Policy](#). In certain cases, we may be entitled to set-off any sums owed to us against any refunds that you might be entitled to receive. Please see our [Fees Policy](#) for more information.

7.12 Please see our [Fees Policy](#) and [Refund and Compensation Policy](#) for further details about how and when you might be entitled to receive a refund or compensation.

## 8. When we can make changes to the contract

8.1 We will always try and minimise making changes to the Contract (including changes to our facilities and the Course). However, there may be times where changes are needed. The table below gives examples of when and why we might need to make changes, and explains what these changes might look like and how we will tell you about them.

8.2 The changes that we make might be:

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

8.2.2 **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.

8.3 If we need to make any changes, we will assess the potential impact of such change and will follow the process explained in section 8.6.

8.4 Because information about Courses and about the University are originally published well in advance of the time you accept your offer, there may be occasions where this information changes from the time you were researching the University and making an application for the Course and by 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. By accepting our offer, you will be confirming that you are accepting our offer on the basis of the changes documented in the Offer Letter.

8.5 The following table provides an indicative list of the types of reasons why changes might be made, and what type of changes you might see.

### Why we might need to make changes

We might need to make changes to the Contract and to your Course as follows:

- To reflect and to ensure that we comply with:
  - the law
  - guidance or a decision by a court (or similar body)
  - requirements or guidance issued by a regulator (e.g. the Office for Students or Competition and Markets Authority), a funding body or a statutory body, or otherwise issued by the UK or devolved Governments (including for example, by UKVI)
  - relevant professional or accrediting body requirements or guidance.
- To ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality.
- To reflect changes and developments in pedagogy or academic research to ensure that your Course is relevant and up-to-date.
- 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.
- To meet any changes to health and safety requirements or guidelines.

### What might the change look like?

The reasons identified in the left hand column may result in a number of different changes being made by us in response to those circumstances, and we list some examples of these types of changes below:

- changes to the timetable for delivery of your Course;
- changes to the number of classes/lectures and/or other teaching activity relating to the Course;
- changes to the methods by which the Course is delivered and/or assessed (e.g. by moving from an in-person to virtual format);
- changes to the content and/or syllabus of the Course;
- changes to the way that we teach, supervise and/or assess a Course
- changes to the location of your Course teaching or facilities. We consider a minor change being one which means we instead provide these within the same campus or site provided they are of equivalent quality as those advertised by us, whereas a major change would be where we move the teaching location to a different location that is not located near the original delivery campus/site;
- additions and/or withdrawals of certain modules on your Course or to placements, work experience or residencies

### Why we might need to make changes

- To help protect you or us against cybercrime or to otherwise help avoid and mitigate cyber security issues.
- To reflect changes to our property and premises.
- To reflect changes in student demand for certain modules (whether optional or mandatory ones).
- To reflect changes in student demand for our pastoral services (e.g. counselling).
- To mitigate and deal with any circumstances where our premises or staff are subject to a serious IT security event.
- To deal with unavoidable changes in our academic and/or support staff.
- In response to minimum enrolment numbers not being attained / fall in enrolment numbers.
- In light of the withdrawal or amendment of any relevant approval, accreditation or validation.
- To reflect changes made by a placement provider or other partner and/or withdrawal of a placement by a placement provider.
- To make changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 or similar epidemic or pandemic restrictions.

### What might the change look like?

- changes to reading lists to deal with changes in the relevant subject area relating to your Course;
- procedural changes to our Handbook.

## Why we might need to make changes

## What might the change look like?

We may, for example, need to change delivery and assessment methods (e.g. by moving towards a greater percentage of distance teaching, learning or assessment) and make appropriate adjustments to how we provide the services to you to meet these requirements. We may need to make these changes with limited notice for health and safety reasons, but we will always seek to provide you with as much notice of any such changes as we can.

- For any other valid reason.

### Specific COVID-19 disruption changes:

We may need to make changes to the Contract, the Course or to our facilities from time to time to help us comply with and respond to temporary or longer-term government guidelines and restrictions (and related health and safety requirements) as a result of the ongoing COVID-19 pandemic.

Please see section 11.3.2 about how we might make changes in response to an Event Outside of our Control.

To address the specific ongoing issues caused by COVID-19, in addition to some of the examples above, we are likely to need to make the following adjustments to the Contract, Course and our facilities from time to time as follows:

- changing the order or timing of how we deliver modules or other Course components to you. This might be necessitated to allow us to give you the relevant experience, e.g. to move a non-practical module or placement or residency to a later date if there are ongoing COVID-19 or similar pandemic or epidemic disruptions and restrictions in place;
- changes to the way that we teach, deliver or assess a Course and/or provide pastoral support services (for example, moving to online delivery or changing the percentage of online and in-person delivery) to ensure that we are continuing to provide that course or other services or facilities to you lawfully and/or to maintain academic and

**Why we might need to make changes**

**What might the change look like?**

professional standards and quality or to otherwise reflect any Government, regulatory or legal restrictions or to protect the health and safety of our students and staff. In more serious cases, we might need to implement more significant changes to our courses or other services or facilities such as adjusting teaching or assessment methods or delivery of pastoral services (such as counselling) to account for any legal, regulatory, professional or practical restrictions in the way that we operate in light of COVID-19 or similar pandemic disruption.

Before you accept our offer, we will let you have details of our COVID-19 plan and how we will need to flex our Course delivery and assessment to reflect ongoing requirements and restrictions. Your Offer Letter will provide you with information on where to find this information. We will also keep you updated of any changes after you have accepted your offer until you enrol with us.

8.6 How we will manage these changes and what you can do if you do not agree with the changes:

| <b>Type of change</b> | <b>How you will be notified</b>   | <b>What if you do not agree with the change?</b> |
|-----------------------|---|--|
| Minor changes         | 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.<br><br>Where possible, we will look to provide this notice to you in advance, but this may not always | Not applicable.                                  |

| Type of change       | How you will be notified   | What if you do not agree with the change?  |
|----------------------|--|--|
|                      | <p>be possible (e.g. if we are required to make changes at short notice to respond to a Government or regulator’s direction or to urgently deal with a situation (such as a security or health and safety risk or emergency at the University)).</p>   |  |
| <p>Major changes</p> | <p>If we need to make any changes which will, in our reasonable opinion, have a more significant impact on your Course or on this 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.</p> <p><b>Please see below about what happens if we decide to withdraw or close a Course.</b></p> <p><b>For the avoidance of doubt, where we are making changes in response to the COVID-19 pandemic which were communicated to you before you agreed to accept our offer, such changes will not constitute major changes for the purposes of this section.</b></p> | <p>In these circumstances, we would be happy to discuss the changes with you in the first instance. Please get in touch with us promptly if you have any concerns. You will be able to reply to the email notifying you of the changes.</p> <p>If you remain unhappy about any change, after we have discussed this with you, if you have suffered a significant detriment as a result of the change, you may be entitled to end the Contract in accordance with section 9 below. Depending on the relevant circumstances, you may be entitled to an appropriate and proportionate refund of the Fees you have paid to us.</p> |

| Type of change    | How you will be notified  | What if you do not agree with the change?   |
|-------------------|---|---|
| Course withdrawal | <p><b>Pre-commencement of Course</b></p> <p>If the University decides to withdraw or discontinue a course before it starts, then it will take reasonable steps to notify you in advance and you shall be entitled to cancel this Contract by written notice to the University.</p> <p><b>Post-commencement of Course</b></p> <p>There may also be times where we need to withdraw or discontinue a course, or to merge or combine a course, with other courses after a course has commenced, if such action is required for example as a result of one of the reasons set out in section 8.5 above.</p> | <p>If this occurs, we will take reasonable steps to seek to:</p> <ul style="list-style-type: none"> <li>• offer you a place on an alternative course at the University (subject to place availability and you complying with the requirements of admission to and enrolment on that course); or</li> <li>• (at your request) assist you to join another course at another provider; and</li> <li>• (if appropriate), issue you with a refund of the tuition fees paid and transcript of academic credits earned, and a copy of a certificate, if applicable.</li> </ul> <p>Where we are unable to offer you an alternative place with us, our Contract will end at the date notified to you by us.</p> <p>Please see our Refund and Compensation Policy for further information about how any Fees you have paid will be dealt with in these circumstances.</p> |

## 9. Suspending or ending the contract

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

9.2 The table below provides details about when and how **you may be entitled to end the Contract**, as well as explaining what your refund rights are (if any):

| <b>Scenario</b>            | <b>When you may be entitled to end this Contract</b>   | <b>What you need to do</b>  |
|----------------------------|--|---|
| Your legal right to cancel | <p>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 Contract if you change your mind.</p> <p>If you change your mind, you must cancel the Contract within the cancellation period. The cancellation period starts from the date you accept our offer and ends 14 days after the official start date of your Course (the “Cancellation Period”).</p> <p><b>Important notice:</b></p> <p>We can start to provide the course to you under the 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.</p> <p>This will not prevent you from cancelling the 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. You will be reminded of your legal rights in</p> | <p><b>This is a legal right that you will have to end the Contract if you meet the notice requirements.</b></p> <p>You must clearly inform us of your decision to cancel before the expiry of the Cancellation Period.</p> <p>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.</p> <p>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.</p> <p><b>Refund rights</b></p> <p>Any Fees you have paid to us will be refunded in full (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid) 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.</p> |

| Scenario                               | When you may be entitled to end this Contract   | What you need to do  |
|--|---|--|
|  | this regard at the time you accept an offer from us.  |  |
| Pre-enrolment                          | If you have accepted your offer with us using the UCAS system as an “Insurance” choice, and you confirm your offer with your “Firm” choice institution. | <p><b>This will automatically end the Contract.</b></p> <p>You do not have to contact us directly to end your Contract, as this will be managed and notified to us after you have made your choice via UCAS.</p> <p><b>Refund rights</b></p> <p>You will be entitled to receive a full refund of any Fees and deposit paid to us in these circumstances.</p>   |
| If you no longer wish to study with us | If you no longer wish to study with us.   | <p><b>You have the right to terminate in these circumstances at any time.</b></p> <p>Please do get in touch with either your programme administration team (if you are thinking of ending your studies with us) or the Admissions Service (if you decide you haven’t yet started with us and you decide you do not want to take up your place).</p> <p><b>Refund rights</b></p> <p>If you decide you no longer wish to study with us, you will not be automatically entitled to a refund, unless you decide you no longer wish to study with us and you tell us within 14 days of the official start date of your course. In this case you will be entitled to a full refund of any Fees paid to us (subject to us retaining an amount to cover our reasonable</p> |

| Scenario  | When you may be entitled to end this Contract   | What you need to do  |
|---|---|--|
|   |   | <p>losses and costs as a result of the termination, including any deposit paid).</p> <p>If you wish to leave after the expiry of this 14 day period, you may be entitled to a refund of a proportion of any Fees you have paid on a pro rata basis to reflect the unexpired period of the Course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Fees Policy. Please see Section K of the Fees Policy for further detail.</p> |
| <p>If you no longer wish to study with us where we have not complied with our obligations under this Contract</p> | <p>If we have seriously breached the terms of the Contract and we have not been able to put things right for you within a reasonable time in accordance with our relevant procedures.</p> | <p><b>You may have the right to end the Contract in these circumstances.</b></p> <p>Please let us know as soon as possible if you have any issues or concerns with the Contract, and follow our Complaints process as described in section 13. We will follow this process to determine whether you have a right to end the Contract.</p> <p>For the avoidance of doubt, depending on the circumstances, you may not have a right to terminate the Contract. In some cases, an appropriate remedy for us breaching these terms might be, for example, to obtain financial redress or the</p>   |

| Scenario  | When you may be entitled to end this Contract   | What you need to do  |
|---|---|--|
|   |   | <p>opportunity to re-sit an examination or re-take an assessment. We will consider the matter under the relevant internal University procedures to reflect the nature of the issue you have raised.</p> <p><b>Refund rights and redress</b></p> <p>Depending on the circumstances, you may be entitled to an appropriate and proportionate refund and/or redress in accordance with your consumer law rights. In some cases, we may be able to support you to find a place on a comparable alternative course at the University if it is possible for us to do so and you meet the relevant Minimum Entry Requirements, Conditions and Standards for that alternative course, or provide you with reasonable assistance to study at another provider. Please refer to our <a href="#">Refund and Compensation Policy</a> for more details.</p> |
| <p>If you no longer wish to study with us where we have not complied with our obligations under this Contract</p> | <p>If we have made a major change to the Contract that has caused you significant detriment, or where we have decided to withdraw or discontinue a course. Please see section 8 for more details.</p> | <p><b>You may be entitled to end the Contract in these circumstances.</b></p> <p>We will contact you as described in section 8 to notify you of any major changes that we wish to make, or if we have decided to withdraw or discontinue your course.</p> <p>Please 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</p>  |

| Scenario            | When you may be entitled to end this Contract   | What you need to do  |
|---------------------|---|--|
|                     |   | <p>procedures to reflect the nature of the issue you have raised.</p> <p><b>Refund rights and redress</b></p> <p>Depending on the circumstances, you may be entitled to an appropriate and proportionate refund and/ or redress in accordance with your consumer law rights. Please refer to our Fees Policy and Refund and Compensation policy for more details and to our Student Protection Plan in respect of Course closures.</p> |
| Time out from study | If you would like to take a break from your studies at any time, for any reason, we may be able to let you do this. | Please 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. Please see our Fees Policy for further detail.   |

9.3 The table below provides details about when and how **we will be entitled to suspend or end the Contract** and what rights you might have to receive a refund:

| Scenario      | When we can suspend or end this Contract  | What we will do   |
|---------------|---|---|
| Pre-enrolment | If you have accepted a place with us (either via the UCAS system or as a direct applicant using the UAL Portal) and you decide not to study with us before your course starts (e.g. because you take up a place at another provider). | If you have accepted a place with another provider, or if you have just decided that you no longer wish to pursue your studies with us, we will be entitled to cancel your place with us. |

| Scenario   | When we can suspend or end this Contract   | What we will do  |
|--|--|--|
|  | <p>If you do not 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, and end the Contract.</p>   | <p><b>Refund rights</b></p> <p>You will be entitled to receive a full refund of any Fees paid to us in these circumstances (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid).</p>  |
| <p>Pre-enrolment</p>   | <p>If you have accepted your offer using the UCAS system, or you have accepted a place with us directly using the UAL Portal, but you have not met the Minimum Entry Requirements, Conditions and Standards to join us.</p>  | <p>If you do not think you have met the Minimum Entry Requirements, Conditions or any Standards, please do speak with us first before cancelling your Contract with us.</p> <p><b>Refund rights</b></p> <p>You will be entitled to receive a full refund of any Fees and deposit paid to us in these circumstances.</p>  |
| <p>Where any of the described scenarios in the next column apply (including pre-enrolment)</p> | <ul style="list-style-type: none"> <li>• If you fail to meet (or fail to provide us with satisfactory evidence that you have met) the relevant Minimum Entry Requirements, Conditions or Standards before you start your Course, or if you do not meet any continuing Standards at any time during your studies.</li> <li>• If we become aware that information which you (or someone on your behalf) have provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any</li> </ul> | <p>We will contact you in line with our relevant Rules and Regulations and we will take any action permitted under those rules or regulations. We may under relevant regulations be entitled to initially suspend your studies or to do so as a precautionary step, but any such suspension will not prevent us from subsequently ending the Contract in accordance with the regulations.</p> <p><b>Refund rights</b></p> <p>You may be entitled to a refund of a proportion of any Fees you have paid on a pro rata basis to reflect the unexpired period of the Course</p> |

| Scenario  | When we can suspend or end this Contract  | What we will do   |
|---|---|---|
| <p>point becomes untrue, inaccurate, incomplete and/or misleading.</p> <ul style="list-style-type: none"> <li>• If you fail in a serious way to comply with your obligations under the Contract (including, for example, in respect of misconduct).</li> <li>• If you do not meet the requirements of your Course as set out in the Course Information or the Rules and Regulations (including in relation to your attendance or academic progression).</li> <li>• If you do not 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, and end the Contract.</li> </ul> <hr/> <p>Where any of the described scenarios in the next column apply (including pre-enrolment)</p> | <p>(subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Fees Policy.</p> <hr/> <p>If you are unable to attend your Course or complete your studies due to ill-health.</p> | <p>(subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Fees Policy.</p> <hr/> <p>Our <u>Student Advice Services</u> are on hand to assist you in these circumstances.</p> <p><b>Refund Rights</b></p> <p>You may be entitled to a refund of a proportion of any Fees you have paid on a pro rata basis to reflect the unexpired period of the Course (subject to us retaining an amount to</p> |

| Scenario   | When we can suspend or end this Contract   | What we will do  |
|--|--|--|
|  |  | <p>cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Fees Policy.</p>   |
| <p>Where any of the described scenarios in the next column apply (including pre-enrolment)</p> | <p>If you do not pay your Fees and/or any Additional Charges when due including where a third party fails to pay on your behalf.</p>   | <p>Our <u>Student Advice Service</u> and <u>Fees Managers</u> are on hand to answer any questions you might have about Fees. Please contact us as soon as possible if you are having difficulties paying your Fees or any Additional Charges.</p>  |
| <p>Where any of the described scenarios in the next column apply (including pre-enrolment)</p> | <ul style="list-style-type: none"> <li>• If your circumstances change so that you no longer have permission to remain in the UK.</li> <li>• If you acquire a relevant criminal conviction that prevents you from meeting the occupational health requirements of your Course.</li> <li>• If you develop a health condition that prevents you from meeting the occupational health requirements of your Course.</li> <li>• 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,</li> </ul> | <p>In these cases, we will contact you to discuss the change in your circumstances, taking into account the relevant Rules and Procedures. We might not decide to end the Contract, but would need to assess how we can continue with the Course if this is feasible.</p> <p><b>Refund Rights</b></p> <p>You may be entitled to a refund of a proportion of any Fees you have paid on a pro rata basis to reflect the unexpired period of the Course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will</p> |

| Scenario                               | When we can suspend or end this Contract  | What we will do  |
|--|---|--|
|  | <p>which the University is unable to take reasonable steps to mitigate having followed our applicable regulations and procedures.</p>   | <p>be determined taking account of the relevant circumstances at the time of termination and in accordance with our Fees Policy.</p>   |
| <p>As described in the next column</p> | <ul style="list-style-type: none"> <li data-bbox="443 607 898 1232">• If within the time period specified on any pre-contract information materials prior to the commencement of your Course there are insufficient students enrolled on your Course, or if enrolment numbers subsequently fall, for it to be viable for us to run your Course. We will only be entitled to do this if we warned you that this would be a risk before you accepted our offer.</li> <li data-bbox="443 1265 898 1536">• If we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to you.</li> </ul> | <p>Please see the table in section 8.6 for details about the steps we will take in the event that we decide to withdraw or discontinue your Course.</p> <p>Where we are unable to offer you an alternative place with us, our Contract will end at the date notified to you by us.</p> <p><b>Refund rights</b></p> <p>In these circumstances you will be entitled to a refund of any Fees which you have paid to the University, unless these can be transferred to a third party institution. Please see our Fees Policy for further information about how any Fees you have paid will be dealt with.</p> |

9.4 If the Contract for any reason terminates or is suspended, the following will apply:

9.4.1 Please note that if the 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. Please see our Fees Policy for further detail.

## Enrolment terms and conditions

9.4.2 If the 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.

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

9.4.4 In the event that you are suspended from participation on your Course, you may be excluded 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 Rules and Regulations or Academic Regulations.

9.4.5 In the case of a suspension, we will retain our right to end the Contract where the circumstances surrounding any such suspension cannot be resolved to our reasonable satisfaction, when applying any applicable policies or procedures.

9.5 For the avoidance of doubt, where you claim that we are in breach of our obligations under this Contract, 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.

## 10. Our liability to you

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

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

10.2.1 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 this Contract;

10.2.2 work submitted for assessment that is not returned;

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

## Enrolment terms and conditions

10.2.4 in relation to any loss of enjoyment or experience as a result of the need for us to deliver your Course using virtual and off-campus delivery methods as a result of the ongoing COVID-19 pandemic;

10.2.5 loss of opportunity and loss of income or profit, however arising;

10.2.6 non-mandatory accommodation costs incurred by you either if you are unable to use that accommodation because of the ongoing COVID-19 pandemic, or if you are having to self-isolate at your accommodating.

10.3 We do not exclude or limit in any way our liability for:

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

10.3.2 fraud or fraudulent misrepresentation; or

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

10.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an Event Outside Our Control as set out in section 11.

10.5 You may also be eligible to apply for a refund or compensation. Please view our [Refund and Compensation Policy](#) for full details.

## 11. Events outside our control

11.1 We will not be responsible for any failure to perform our obligations (or for any performance delay) under the Contract that is caused by an Event Outside Our Control.

11.2 An Event Outside Our Control means any event or circumstance beyond our reasonable control such as:

11.2.1 strikes, lock-outs or other industrial action by third parties;

11.2.2 strikes, lock-outs or other industrial action by our employees;

11.2.3 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”;

11.2.4 failure of public or private telecommunications networks;

11.2.5 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

## Enrolment terms and conditions

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

11.3 If an Event Outside Our Control takes place that impacts how we comply with our obligations under this Contract:

11.3.1 we will contact you as soon as reasonably possible to notify you;

11.3.2 we will make any such changes to the Course, our facilities or to the Contract as we deem necessary (including where necessary to ensure that we comply with any Government or regulatory requirements) or to otherwise mitigate the impact of such an event on you; and

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

11.4 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.

## 12. How we may use your personal information

12.1 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.

## 13. Complaints

13.1 If you have any complaints about the Contract or your Course or the academic or pastoral services under the Contract you can raise these with us. For more information about how you can do this please refer to our [Student Complaints and Appeals](#) policies, which forms part of our Rules and Regulations. If your complaint relates to the admission phase of your application meaning any time up to completion of enrolment you should follow the [Admissions, Complaints and Appeals](#) policies.

13.2 You may also be eligible to apply for a refund or compensation.

13.3 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 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.

## 14. Other important information

14.1 This Contract is between you and us. No other person will have any rights to enforce any of its terms.

14.2 We may transfer our rights and obligations under these Terms 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 Terms.

14.3 Every sentence and paragraph of these Terms are 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.

14.4 If we:

14.4.1 do not insist that you perform any of your obligations under the Contract; or

14.4.2 do not enforce our rights against you; or

14.4.3 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.

14.5 The Contract is governed by English law. You and we both agree to that any issues arising about the 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](mailto: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: