



## **University for the Creative Arts (UCA )**

### **Terms and conditions (2017 entry): Undergraduate and Taught Postgraduate Courses**

#### **1. Introduction**

- 1.1 You have received an offer from us (the University for the Creative Arts), setting out the details and conditions for admission to one of our courses beginning in 2017.
- 1.2 The purpose of this document is to set out the terms and conditions of the legal contract that will be formed between you and us, if you accept the offer that has been made to you.
- 1.3 You should read this document carefully and familiarise yourself fully with its contents and the regulations, policies and procedures it refers to, before accepting your offer.

#### **2. Our duties**

- 2.1 In line with these terms and conditions (and any further conditions set out in your offer email), we will enrol you and deliver the course of study set out in your offer email in line with the description in the documents we have sent you with your offer email. We will deliver the course of study with reasonable skill and care.
- 2.2 We will assess your academic progress and, if you successfully complete your course and keep to the terms and conditions set out in this document and any stated in your offer email, grant your award in line with our regulations, policies and procedures ('our regulations') governing your course. These are listed in Appendix A at the end of this document.

#### **3. Your duties**

- 3.1 As a condition of accepting a place at the University, you agree to familiarise yourself fully with, and keep to, our regulations. You can find the complete list of regulations that apply in Appendix A.
- 3.2 We have the right to make reasonable amendments to the regulations from time to time, to:
  - 3.2.1 make sure the educational services we provide are delivered properly;
  - 3.2.2 meet legal or regulatory requirements;
  - 3.2.3 reflect current guidance or good practice aimed at universities; or

3.2.4 put in place the results of feedback from students.

3.3 If appropriate, we will consult student representatives, fairly and promptly, about any amendments to the regulations that will significantly affect enrolled students. We will tell you about any significant amendments by email and will make the updated regulations available on the student portal (myUCA).

#### **4. Entry requirements**

4.1 Entry requirements are confirmed by our Academic Board and will be clearly set out, if relevant to you, in your offer email.

#### **5. International students**

5.1 If you are a student who needs sponsorship under Tier 4 of the UK Visas and Immigration (UKVI) points-based system, you must do the following.

5.1.1 You must meet all the requirements set out in the Immigration Rules, the UKVI Tier 4 guidance or other Home Office requirements in force from time to time, including:

- a) your knowledge of the English language;
- b) attendance and checkpoint monitoring;
- c) checking the terms of your visa are correct;
- d) reporting any updates or changes to your immigration status;
- e) keeping your UK address, phone number and personal email address up to date on your student record; and
- f) keeping to the working hours restrictions as stated on your visa.

5.1.2 You must keep to any reasonable requests we make for you to provide us with information, documents, evidence or help to allow us to meet our Tier 4 sponsor obligations, including copies of your qualifications transcripts or certificates, passport, immigration history and bank statements.

5.1.3 You must tell us if your right to live and study in the UK changes at any time or if your visa status changes, runs out or will run out before you are able to complete your course.

5.2 If you are a student who needs sponsorship under Tier 4 of the UKVI points-based system you must tell us, by contacting the Campus Registry, if your right to live and study in the UK changes at any time, or if your visa status changes, runs out or will run out before you are able to complete your course.

5.3 We may report any application we suspect is fraudulent to the UCAS Verification Unit or to the Home Office.

#### **6. Your contract with us**

##### **Deferring entry**

6.1 If you do not want to enrol for the academic year specified in your offer, you can ask to defer (delay) entry to the following year by emailing our Admissions Department as soon

as possible after receiving your offer (in line with our admissions policy). The maximum period you can defer enrolment for is one academic year.

- 6.2 We may refuse deferrals in certain circumstances, including if we do not plan to deliver the course during the following academic year, or due to reasons related to UKVI.
- 6.3 The decision of the Admissions Department will be final and we will not consider appeals.
- 6.4 You will be entering into a contract with us at the time you accept our offer of a place, whether you defer a place or not.
- 6.5 If you defer your entry to the following year, you accept that we may need to make changes to your course, in line with clause 9 of these terms and conditions, before you enrol on your deferred course. If this is the case, we will tell you about any changes as soon as reasonably possible. If, as a result of these changes, you would like to end your contract with us, you can do this in line with clause 17 of these terms and conditions.

### **When your contract with us becomes binding**

- 6.6 Whichever type of course your offer relates to, your contract with us becomes binding when you accept your offer. You can accept your offer by:
  - 6.6.1 replying directly to UCAS through UCAS Track [www.ucas.com/students/track](http://www.ucas.com/students/track) (if you applied through UCAS); or
  - 6.6.2 replying directly to your offer email, including your student reference number and username, name and course (if you applied directly to us).

### **7. Enrolment details**

- 7.1 You will need to enrol with the University at the beginning of your course. We will send you enrolment details through the applicant portal and by email.
- 7.2 You will need to re-enrol at the start of each academic year of your course in line with procedures set by the Registrar, which we will send to your email address in August each year of your course. Please note that, although you will need to re-enrol for each academic year, you will not be entering into separate contracts each time. You will instead have entered into one contract for educational studies with us, which will become binding in line with clause 6.6 above.
- 7.3 You will be entitled to re-enrol, unless any of the following apply.
  - 7.3.1 You have failed to pay your tuition fees by the date they are due, according to the tuition fee regulations (see Appendix A), and have been classified as a debtor under the debtor regulations (see Appendix A). We may, as we decide and in exceptional circumstances, allow you to re-enrol but, if you do, this will not affect our right to take further action to recover the debt.
  - 7.3.2 You have been suspended or expelled from the University on the grounds of misconduct, under the student conduct rules (see Appendix A).

- 7.3.3 Our fitness to study appeal panel has made the final decision that you should interrupt or end your study under the fitness to study procedure (see Appendix A).
  - 7.3.4 You have been suspended or expelled from the University on the grounds of academic misconduct, under the academic misconduct regulations (see Appendix A).
  - 7.3.5 You have not achieved the number of credits you need to progress to the next stage of study in line with the academic regulations related to your course, or you have failed to meet the standards set out in the academic progress regulations (see Appendix A).
  - 7.3.6 You need sponsorship under Tier 4 of the UKVI points-based system and have not met any reasonable request to help us keep to our UKVI tier 4 sponsorship obligations.
- 7.4 If you are not entitled to re-enrol, we have the right to end your contract with us. If we do this, we will refund any tuition fees you have paid in advance for tuition..
  - 7.5 If you fail to complete your enrolment or re-enrolment (whichever applies) within one month of the date you are required to (we will tell you this date), we will consider you to have withdrawn from your course.

## **8. Tuition fees, deposits, charges and debt**

- 8.1 We charge annual tuition fees for our courses of study, in line with the terms of the tuition fee regulations and the tuition fee schedule (see Appendix A).
- 8.2 If you need a visa to study, you must pay us a deposit before we issue you with a confirmation of acceptance of studies (CAS), as set out in the tuition fee regulations. You need a CAS before you can apply for a visa.
- 8.3 The annual tuition fees include the tuition fee for your course and, if it applies, the fee for reassessment (that is, the fee for retaking any failed units).
- 8.4 We review our tuition fees each year and, in line with the exception in clause 4.1.3 of the tuition fee regulations (Appendix A) and any restrictions set by the Department for Education, we may increase them in line with inflation during your registration period, before the start of each academic year. Any increase will not be higher than the Retail Prices Index forecast rate, as advised by the independent Office for Budget Responsibility (OBR) and the Office for Fair Access (OFFA). If you are an enrolled student and you want to withdraw from your course as a result of an increase in tuition fees, you must tell us in writing as soon as possible, by contacting your Campus Registry and filling in a change-of-status form.
- 8.5 As well as paying the tuition fees, you may have to pay other charges levied by the University, for example for study visits or field trips or for accommodation if you live in a University residence. You may also have to budget for materials and equipment. . For more details of extra charges and costs, please read the information which is included with your offer email.

- 8.6 You must pay the minimum instalment of fees specified for your course of study during the published enrolment period for the course, in line with clause 3 of the tuition fee regulations.
- 8.7 You are responsible for paying your tuition fees, and we will invoice you, or anyone paying on your behalf, for the fees as set out in the tuition fee regulations and tuition fee schedule (see Appendix A). If someone else is paying the fees on your behalf and they do not make a payment within the timescales set out in the debtor regulations (see Appendix A), we will invoice you for the outstanding balance.
- 8.8 If you interrupt your study or withdraw from your course, we may refund your tuition fees or deposit (or both) under the tuition fees regulations (see Appendix A).
- 8.9 If you do not pay your tuition fees by the deadline we have set (including if you fail to keep to an agreed arrangement to pay in instalments), we will write to you to say that you must pay within 14 days from the date of the letter. If you do not pay, we will classify you as a debtor under clause 1.2 of the debtor regulations (see Appendix A).
- 8.10 If you owe a significant proportion of the annual tuition fee as defined by the debtor regulations 3.1.1 (see Appendix A), we have the right to:
- 8.10.1 charge a late payment administration fee of £15;
  - 8.10.2 not present your marks for consideration by any board of examiners;
  - 8.10.3 not allow you to progress, re-enrol, graduate, attend a graduation ceremony or receive any results, certificate, diploma or official transcript in relation to the course the debt relates to; or
  - 8.10.4 end your enrolment if you are still classified as a debtor at 31 October of the year following the academic year in which your debt was run up. If we end your enrolment, we will tell you in writing as soon as possible.
- 8.11 If you are a debtor and we have ended your registration, we may allow you to re-enrol, after we have considered the circumstances and in line with clause 7.3 of these terms and conditions.
- 8.12 Before carrying out any of our rights under clause 8.10 of these terms and conditions, we will give you reasonable notice in writing and allow you to make representations, in writing, if you think we have acted unfairly.
- 8.13 If you are experiencing financial difficulty in paying your tuition fees, you should get advice and help as soon as possible, by contacting a specialist adviser in the University Library.
- 8.14 Penalties for other charges, such as library fines or equipment hire, are set out in the debtor regulations (see Appendix A).
- 8.15 As a last resort, we may refer an unpaid debt to a debt-collection agency.

## **9. Course changes**

- 9.1 We have the right to make changes to a course, including changes to its content, structure, teaching and assessment, at any time, for one or more of the following reasons.
- 9.1.1 To keep to external professional, accrediting or other regulatory body requirements.

- 9.1.2 To keep to changes in the law.
  - 9.1.3 To improve the quality of the course.
  - 9.1.4 To make sure that the curriculum is current and relevant to the intended learning outcomes or standards set by relevant professional bodies.
  - 9.1.5 To put in place the results of feedback from external examiners and academic advisers.
  - 9.1.6 To put in place the results of student feedback, for the benefit of the students.
- 9.2 We will consult student representatives before we make significant changes to courses under clause 9.1 above.
- 9.3 We will tell you about any changes we make under clause 9.1 by email or through myUCA, as soon as we reasonably can.
- 9.4 If you are an applicant and as a result of a change made under this clause you want to withdraw your application:
- 9.4.1 you must tell us in writing, by emailing [admissions@uca.ac.uk](mailto:admissions@uca.ac.uk), or through UCAS, within the timescale that we give you when we tell you about the changes; and
  - 9.4.2 when we receive your notice, we will try to provide a suitable alternative course within the University (which you must pay tuition fees for), or suggest a suitable alternative course with another provider.
- 9.5 If you are an enrolled student and as a result of a change made under clause 9.1 you want to withdraw from your course, you must do the following.
- 9.5.1 Tell us in writing as soon as possible by contacting your Campus Registry and filling in a change-of-status form. We will work out your tuition fees in line with the tuition fees regulations (see Appendix A).
  - 9.5.2 If you ask us to, we will try to provide a suitable alternative course at the university (which you must pay tuition fees for and meet any relevant conditions), or suggest a suitable alternative course with another provider (but we cannot guarantee that you will be accepted onto a course).
  - 9.5.2 If you are a student who needs Tier 4 sponsorship, we will withdraw this sponsorship if you withdraw from the University.

## **10. Course suspension and withdrawal**

- 10.1 We have the right to suspend or withdraw a course before it has started if, due to not enough students accepting offers to study on the course, we are unable to guarantee the quality of student experience or meet requirements relating to enrolment numbers.
- 10.2 To keep disruption caused by course suspensions or withdrawals to a minimum, we will:
- 10.2.1 try to recruit enough students in order to run the course; and
  - 10.2.3 give you at least nine weeks' notice if we plan to suspend or withdraw a course before the planned first day of enrolment on the course.

10.3 If, due to circumstances beyond our reasonable control, it is not possible to tell you beforehand or within the timescale in clause 10.2.3 that we have withdrawn or suspended a course, we will try to do so as soon as reasonably possible.

10.4 If we have to suspend or withdraw your course after you have accepted an offer:

10.4.1 we will, if you ask us to, try to provide you with a suitable alternative course at the University (which you must pay tuition fees for and meet any relevant conditions) or suggest a suitable alternative course with another provider (but we cannot guarantee that you will be accepted onto a course); and

10.4.2 in circumstances where you do not apply for or are not accepted onto an alternative course at the University, we will refund any tuition fees (including deposits) you have paid towards the course which has been suspended or withdrawn before enrolment.

## **11. Coursework – intellectual property, ownership and your and our rights**

11.1 Unless we have agreed otherwise with you in writing, you keep the intellectual property rights to all the work you do during your study. If you are involved in research programmes (or similar) through your study, we (or a relevant third party) will own certain intellectual property rights that you develop in connection with that programme.

11.2 You agree to grant to us (and anyone who takes over our organisation or anyone we transfer our business to) a royalty-free, non-exclusive, unchangeable, worldwide licence to use those intellectual property rights forever for the purposes of creating educational materials and for marketing, promoting or otherwise improving the reputation of the University in all media.

11.3 We will use our rights in clause 11.2 for academic and teaching purposes. This may include using your work:

11.3.1 in our learning and teaching materials;

11.3.2 to market and promote the University and its courses and activities, including our website and social-media channels, leaflets, catalogues and prospectuses; and

11.3.3 for external examination or other academic quality-assurance purposes.

11.3.4 For the purposes of the above, using your work includes:

(a) using part of it; and

(b) using it to create work based on it.

11.4 Wherever reasonably possible, we will acknowledge the source and you, as the original creator.

11.5 You should submit your coursework for assessment and collect it afterwards in line with our policy on the submission, retention and return of student work (see Appendix A).

11.6 We do not accept responsibility for the loss or damage of any of your coursework before you have submitted it for assessment. If you save electronic copies of your work through our IT facilities, you do so at your own risk and we strongly advise you to keep separate backups and hard copies of all coursework and assessed work.

- 11.7 Our liability for any loss of coursework after it has been submitted will be limited to the costs of materials and, if the coursework has not been assessed, we will offer you an appropriate opportunity to have it assessed.
- 11.8 You should normally collect any coursework you submit to us for assessment within two weeks after we have issued your expected grades. We will normally dispose of your work after this time, unless you have made special arrangements with a member of your course team or unless we want to keep it for any of the purposes in clause 11.3.

## **12. Data protection**

- 12.1 We are a registered data controller under the Data Protection Act 1998 ('DPA'). When collecting and processing your personal information, or when sharing any of your personal information with anyone else, we will do so in line with the data processing statement (see Appendix A).
- 12.2 We will only share your sensitive personal information if we are allowed to do so in line with the DPA.
- 12.3 We and our students must keep to our data protection policy, which you can see at Appendix A. If you do not keep to the requirements of the data protection policy when processing personal information for the University, we may take disciplinary action against you.
- 12.4 We may share relevant information with UKVI (or other government agencies such as the police) about your obligations under the Immigration Rules and the conditions of your stay in the UK, in line with the DPA.

## **13. Liability**

- 13.1 If we fail to keep to these terms and conditions, we will be responsible for any loss or damage you suffer that could be foreseen as a result of us breaking this contract or us failing to use reasonable care and skill, but we will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of us breaking this contract or if you and we considered it at the time we entered into this contract.
- 13.2 We only provide services for domestic and private use and we will not be liable to you for any loss of profit, loss of business, interruption to business or loss of commercial opportunity under the terms of this contract.
- 13.3 We do not in any way exclude or limit our liability for:
  - 13.3.1 death or personal injury caused by our negligence;
  - 13.3.2 fraud or fraudulent misrepresentation; or
  - 13.3.3 in any way breaking the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.
- 13.4 Neither you nor we will be liable to the other for any failure or delay in keeping to your or our obligations under these terms and conditions if the failure or delay is due to any cause outside your or our reasonable control, including government actions, war, civil disturbance, terrorist attack or threat of terrorist attack, fire, extreme weather conditions, and labour disputes, including disputes involving someone else's employees.



## **14. Changes to these terms and conditions**

- 14.1 As well as what is set out in clauses 3, 9 and 10 above, we have the right to make reasonable changes without consulting on these terms and conditions:
- 14.1.1 as required by law, government policy, regulatory requirements or guidance, or a decision of a competent court or similar body;
  - 14.1.2 to keep to any requirements set by the Higher Education Funding Council for England or any other funding body;
  - 14.1.3 to be consistent with any amendments to the regulations made under clause 3.2; and
  - 14.1.4 to clarify these terms and conditions.
- 14.2 Although any changes to these terms and conditions will normally come into force at the start of each academic year, we have the right to introduce changes after the start of the academic year, if it is reasonable to do so.
- 14.3 We will tell you beforehand about any changes under this clause through the student portal, myUCA.
- 14.4 We have a complaints policy (see Appendix A).

## **15. Status of terms and conditions**

- 15.1 The Contracts (Rights of Third Parties) Act 1999 (as amended) does not apply to the contract between you and us.

## **16. Ending our contract with you**

- 16.1 If you break these terms and conditions, our regulations, or any conditions stated in your offer email, we have the right to end our contract with you, without liability, at any time by giving you notice in writing. This includes in the following circumstances.
- 16.1.1 If you have provided false, incomplete, misleading or fraudulent information or left out significant information in relation to your application for admission or as part of the admissions process.
  - 16.1.2 If you fail to meet or, as a result of your circumstances changing, you no longer meet any special requirements or conditions as set out in your offer email for your course.
  - 16.1.3 If you fail to tell us when we ask in line with our applicant criminal convictions policy (see Appendix A) about any unspent criminal convictions for violent or sexual offences against a person, offences concerning dealing or trafficking of controlled substances, offences involving firearms or arson, offences listed in the Terrorism Act 2006, or any other criminal conviction which may impact on the safety and well-being of any member of the University community.

- 16.1.4 If you are a student and you:
- need sponsorship under Tier 4 of the UKVI points-based system;
  - need a visa to study in the UK and you do not have one by the start date of your course;
  - are unable to provide the documents required as part of our UKVI Tier 4 sponsor licence;
  - have previously been refused a visa to study in the UK;
  - provide documents which we are unable to confirm as authentic or which we believe are not authentic;
  - have failed to keep to the restrictions of your Tier 4 visa or to meet the conditions of your stay in the UK; and
  - have failed to meet, or help us to meet, any relevant Immigration Rules, UKVI Tier 4 guidance or other Home Office requirements in force from time to time, including:
    - a) your knowledge of the English language;
    - b) attendance and checkpoint monitoring;
    - c) checking the terms of your visa are correct;
    - d) reporting any updates or changes to your immigration status;
    - e) keeping your UK address, phone and personal email address up to date on your student record; and
    - f) keeping to the working hours restrictions as stated on your visa.
- 16.1.5 If you are a student who needs sponsorship under Tier 4 of the UKVI points-based system and, after reasonable investigation, we believe or are told by UKVI that you are a threat to immigration control.
- 16.1.6 If you fail to enrol, or re-enrol for further academic years of your course within set timescales.
- 16.1.7 If we have made a final decision to expel you from the University on the grounds of misconduct, under the student conduct rules or the academic misconduct regulations (see Appendix A).
- 16.1.8 If, under our academic appeals process, you have failed to meet the required academic standards under the common credit framework or academic progress regulations (see Appendix A).
- 16.1.9 If our fitness to study panel or the Vice-Chancellor (or his nominee) has made the final decision that you should not continue on your course or should not return to study, under the support to study procedure (see Appendix A).
- 16.2 If we end your contract under clause 16 of these terms and conditions, you may not be entitled to a refund of tuition fees.

## **17 Ending your contract**

- 17.1 You can end your contract with us at any time by telling us immediately in writing by letter or email.

## **18 Enquiries**

- 18.1 If you have any questions about these terms and conditions, write to the University Secretary, University for the Creative Arts, Falkner Road, Farnham GU9 7DS, or email [mwilks@uca.ac.uk](mailto:mwilks@uca.ac.uk).

## **19 Other important terms**

- 19.1 If any of these terms and conditions is found to be invalid or cannot be enforced, we will remove that term or condition from the contract. This will not affect the remaining terms and conditions, which will continue to be valid and able to be enforced.

## **20 Law and jurisdiction**

- 20.1 This contract is governed in line with the laws of England and Wales. By signing and returning these terms and conditions, you agree to keep to any decision made by the courts of England and Wales in relation to any disputes which may arise out of or in connection with the contract.

## **21 Cancellation rights**

- 21.1 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of accepting your offer without giving any reason.
- 21.2 If you do want to cancel, you should contact UCAS (if you have applied for a full-time undergraduate course) or email [admissions@ucreative.ac.uk](mailto:admissions@ucreative.ac.uk) (if you have applied for a postgraduate, or part-time undergraduate course). Or you can fill in our cancellation form available from our website: [http://community.ucreative.ac.uk/admissions\\_policy](http://community.ucreative.ac.uk/admissions_policy).
- 21.3 If you cancel this contract within the 14-day cancellation period, we will refund all payments we have received from you, less a £50 administration charge, as soon as possible and no later than 14 days after the date you tell us you want to cancel. We will refund you using the same method you used to make your initial payment, unless you have agreed otherwise..
- 21.4 If you asked to begin your course during the cancellation period and you cancel during that period, we will work out your tuition fees in line with the tuition fees regulations (see Appendix A).

## **22. Your other consumer rights**

- 22.1 As a consumer, you have legal rights in relation to services that we do not carry out with reasonable skill and care, or if the materials we use are faulty or not as described.
- 22.2 For more details of your legal rights, visit your local citizens advice bureau or trading standards office, or the Competition and Markets Authority [website](#) .
- 22.3 The alternative dispute resolution (ADR) body for universities is:

The Office for the Independent Adjudicator  
Second Floor  
Abbey Gate  
57-75 Kings Road  
Reading RG1 3AB

## **Appendix A**

### **Our policies, rules and regulations<sup>1</sup>**

#### **Admissions**

[Admissions policy](#)  
[Applicant criminal convictions policy](#)  
[Applicant disability policy](#)  
[Admission of students under the age of 18](#)

#### **Academic regulations, policies and procedures**

[Common credit framework for taught programmes](#)  
[Academic appeal regulations](#)  
[Examination regulations](#) (applies to all undergraduates and taught postgraduates)  
[Mitigating circumstances regulations](#)  
[Placement learning policy](#)  
[Policy for making adjustments to assessment tasks for students with a disability or specific learning difference](#)  
[Policy for the submission, retention and return of student work](#)  
[Policy on students recording lectures and teaching sessions delivered by UCA staff](#)  
[Study abroad policy](#)

#### **Disciplinary rules and regulations**

[Rules for student conduct](#)  
[Academic misconduct regulations](#)

#### **Health, safety and well-being policies and procedures**

[Student health and safety guide](#)  
[Support to study procedure](#)  
[Bullying and harassment policy](#)  
[Safeguarding policy](#)

#### **Complaints policy and procedure**

[Student complaints policy](#)

#### **Fees regulations**

[Tuition fee regulations](#)  
[Tuition fee schedule](#)  
[Debtor regulations](#)

#### **General**

[Equality and diversity policy](#)  
[Data protection policy](#)  
[External speaker policy](#)  
[Freedom of information policy](#)  
[IT use policy](#)  
[Freedom of speech code of practice](#)

---

<sup>1</sup> This is the list of regulations that apply to students. If any of the above links do not work from your browser, then you will be able to find them all (and more that do not form part of these terms and conditions) at <http://www.uca.ac.uk/quality-assurance-enhancement/university-regulations-policies-and-procedures/http://community.ucreative.ac.uk/student-regulations>