



University for the Creative Arts (UCA)  
Terms and conditions (2021 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 2021.
- 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. Your attention is in particular drawn to Our right to make changes to the contract set out in section 9, the limitation of liability as set out in section 13 and Our right to end the contract set out in section 17 below.
- 1.4 The definitions set out below are used in these terms and conditions:

“Admissions Department”: means the UCA admissions/international admissions department, who will process your application, confirm whether you can receive an offer and provide you with information, advice and guidance.

“Course” means the course described in the Offer Email.

“MyUCA” means the online learning environment which is used for announcements and communications to students from the University.

“Offer Email” means the offer email provided to you if your application is successful, containing an offer of admission to your selected Course, the additional terms and any conditions that attach to such offer, conditions of acceptance, and a copy of these Terms.

“UCA”, “the University”, “Us”, “We” or “Our”: means University for the Creative Arts.

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 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 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 in accordance with section 9.
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 the UK's Points-Based Immigration System, you must do the following.
- 5.1.1 You must meet all the requirements set out in the Immigration Rules, the UK's Points-Based Immigration System or other Home Office requirements in force from time to time, including:
- a) your knowledge of the English language;
  - b) attendance and engagement 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 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 the UK's Points-Based Immigration 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.

5.4 We will report to the Home Office any breaches of your visa conditions that We become aware of.

## 6. Your contract with Us

### Deferring entry

6.1 If you do not want to start your Course 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. If you are an international student and you choose to defer your enrolment to the following academic year, We will cancel your CAS and re-issue a new CAS at a later date for your new point of entry, where you still meet all the requirements set out in the Immigration Rules, the UK's Points-Based Immigration System or other Home Office requirements in force from time to time.

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 the UK's Points-Based Immigration System.

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, because 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.

6.6 Whichever type of course your offer relates to, your contract with Us becomes binding when you accept your offer as detailed in the Offer Email. You can accept your offer by following the instructions set out in your Offer Email, including your student reference number and username, name and Course.

## 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 Head of Academic Services, 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 Support 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 Our contract has been suspended under clause 16 below.
- 7.3.5 You have been suspended or expelled from the University because of academic misconduct, under the academic misconduct regulations (see Appendix A).
- 7.3.6 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).
- 7.3.7 You need sponsorship under the UK's Points-Based Immigration System and have not met any reasonable request to help Us keep to our sponsorship obligations.
- 7.4 If you are not entitled to re-enrol, We can 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.
- 7.6 If you are an international student and you do not 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 and withdraw Our sponsorship of you and report that to the Home Office. If you have already paid a deposit for the academic year, We will only be able to refund your deposit in the following circumstances:
  - 7.6.1 you cancel within 14 calendar days of payment;
  - 7.6.2 your Visa is refused through no fault of your own and We cannot issue a new Certificate of Advanced Study ("CAS");
  - 7.6.3 you fail to meet Our entry requirements; or
  - 7.6.4 you can provide evidence of circumstances which support your decision to cancel at a late stage, in which case you should submit your evidence, in writing, to the UCA Director of Academic services who will consider your case. Your written submission must include all the evidence you have to support your case.
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 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. 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 and costs, for example for study visits or field trips or for accommodation if you live in a University residence. You may also have to buy 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 can:
  - 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 on 31 October of the year following the academic year in which your debt was incurred. 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 Gateway Services.
- 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. Our rights to make changes to the contract

- 9.1 We will make all reasonable efforts to deliver the courses and other services and facilities described in any published material.
- 9.2 Whilst We will always try and limit changes to Our contract (including changes to Our services and/or courses), there may be times where changes are needed.
- 9.3 This section 9 describes when We can make changes and tells you what We will do when we want to make such changes. Section 10 also deals with changes that might be made when we stop running a course, or when we change a course's location.
- 9.4 We may make any changes to course content, teaching methods and/or delivery, learning methods and assessment methods, timetables, teaching facilities or locations and pastoral and academic support services. If you are unhappy with *any* changes to your Course, you may follow the process in section 9.19 below.

### Changes to information received before you accept our offer and enter into the contract

- 9.5 By accepting Our offer, you will be confirming that you are accepting Our offer on the basis of the information contained in Our Offer Email. This may be different from the information we may have given you at the time you were researching UCA and making an application for the Course. Examples of changes that We may make at this stage could include (but are not limited to) the following:
  - 9.5.1 important changes to the programme specification made in response to feedback from students or external examiners or to higher education sector practice or guidance;
  - 9.5.2 if there are not enough students to run a course, We may need to combine or alter a course;
  - 9.5.3 where We advised that the Course was waiting for approval/accreditation/validation at the time We advertised the Course, if approval/accreditation/validation has not been obtained by the date of your Offer Letter, We may need to combine or alter the Course;
  - 9.5.4 changes that are required by law or as a result of a regulatory requirement that UCA, as a provider of educational services, is required to comply with or as a result of governmental or regulatory guidance or direction;

- 9.5.5 changes that are required by a validating university or body, statutory, regulatory or professional body or regulator;
- 9.5.6 reasonable changes to the content and teaching provided on a course.

#### Changes after you have entered into the contract with Us

- 9.6 Where We need to make changes to Our contract and services after you have accepted our offer or after you have enrolled, , We will, in each case, assess the possible impact of such change on the contract and Our students collectively, and will follow the principles set out in this section 9.
- 9.7 We are always trying to improve and enhance students' experience with Us, and We will consult with Our students and Student Representatives, and will actively seek feedback from these groups about how We can improve Our service delivery to Our students.
- 9.8 The circumstances that We describe in this section 9 are not the only ones that may arise during your studies with Us, but will give you some context as to when We may need to change Our contract (including Our services and the Course). The section below provides you with examples of the type of changes that may arise because of the reasons set out in this section.

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

- 9.9 We can make changes to Our contract (including to Our services and/or courses and/or any documents forming part of the contract as listed under Appendix A):
  - 9.9.1 to keep to changes in the law;
  - 9.9.2 to keep to government policy, other governmental requirements or guidance or direction or a decision of a competent court or similar body;
  - 9.9.3 to keep to any requirement set by the Office for Students;
  - 9.9.4 to keep to accrediting body or professional, statutory or regulatory body requirements;
  - 9.9.5 to address or respond to a security threat;
  - 9.9.6 to adopt good practice or to improve the quality of a course or to make sure the curriculum is current and relevant to learning outcomes or standards;
  - 9.9.7 to respond to student feedback or external examiners' feedback;
  - 9.9.8 to reflect important developments in academic teaching, research or professional standards or requirements;
  - 9.9.9 if a fall in the number of students or future enrolments may affect Our ability to run a course effectively;
  - 9.9.10 due to withdrawal of any relevant accreditation or validation;
  - 9.9.11 to reflect changes made by a placement provider or withdrawal of a placement by a placement provider;
  - 9.9.12 to reflect changes made by a collaborative partner or the requirements of a collaborative partner;
  - 9.9.13 if UCA is no longer permitted to provide the Course to you for whatever reason. In this instance, the provisions of UCA's Student Protection Plan will apply; or
  - 9.9.14 for any other valid reason.

#### What type of changes may be made?

- 9.10 We have set out in this section 9.10 some examples of the types of changes we might make. To help you understand what they may mean for you in practice, We have done this by referring to those examples using the headings "major changes" and "minor changes".

9.10.1 Minor Changes (some examples):

- a. reasonable changes to the Course timetable;
- b. reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- c. reasonable amendments to the content and syllabus of the Course;
- d. changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised;
- e. changes to the specification of your Course teaching facilities;
- f. additions and/or withdrawals of certain non-core/optional modules on your Course;
- g. changes to reading lists to ensure the Course remains as up to date as possible;
- h. procedural changes to Our regulations that help improve the same to your benefit;
- i. reasonable changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services.

9.10.2 Major Changes (some examples):

- j. significant changes to the way your Course is delivered, taught, supervised or assessed to ensure that We are continuing to provide that Course to you lawfully or in accordance with academic standards and quality or governmental or regulatory requirements or guidance (for example, We may move delivery in part or in whole online);
- k. to make additions and/or withdrawals of certain core or compulsory modules on your Course;
- l. changing Our security procedures to such an extent as may significantly impact on the way that you previously acted when on campus with Us;
- m. to make significant changes to Our regulations that are set out Appendix A that help improve them, where the changes are not to your benefit;
- n. in rare cases, the discontinuation of your Course (please see section 10 below for more details regarding what We will do in these circumstances);
- o. significant changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services, including moving delivery in part or in whole on-line.

9.11 Please be advised that if a “minor change” to your Course takes place prior to enrolment that you will not be informed of the change.

Before you enrol on the Course

9.12 There may be times where We need to stop running a course or decide not to provide a course, or to merge or combine a course with other courses of study, if such action is reasonably considered to be necessary by UCA. If We decide to take such action before your Course starts, then We will use reasonable endeavours to tell you in advance and you can cancel this contract by written notice to Us. In these circumstances you will be entitled to a refund of any deposit or fees which you have paid to Us.

How we will tell you about changes to the contract once you are on your Course

9.13 For minor changes after enrolment, We will tell you about any amendments by email and, if applicable, will make the updated regulations available on the student portal.



- 9.14 For major changes, We will communicate with relevant Student Representatives before We make significant changes and We will tell you about any significant changes by email and, if applicable, will make the updated regulations available on the student portal . In some instances We may also inform you formally in writing, providing you with as much notice as is in Our view reasonable.
- 9.15 If We make changes in accordance with the above, We shall take all reasonable steps to tell affected students and limit disruption to their studies.
- 9.16 UCA has a Student Protection Plan in place which outlines the risks to the continuation of students' study, the steps we will take to protect students, and what We will do if these risks occur.
- 9.17 Please note that the availability, timing, nature and/or scope of the UCA's pastoral support and academic support services may change during your Contract for a variety of reasons including, but not limited to, in response to changes in the law or governmental or regulatory requirements or guidance, funding arrangements or the needs of students. We may, therefore, decide to vary or withdraw the availability, timing, nature and/or scope of pastoral and academic support services at any time (including, for example, moving delivery in part or in whole on-line).

#### What to do if you are unhappy with a change

- 9.18 If you are an applicant and because of a change made under this section you want to withdraw your application:
- 9.18.1 you must tell Us in writing, by emailing [admissions@uca.ac.uk](mailto:admissions@uca.ac.uk) within the timescale that We give you when We tell you about the changes; and
- 9.18.2 when We receive your notice, We will try to provide a suitable alternative course within the University (which you must pay tuition fees for, and subject to you meeting entry requirements and conditions, and to place availability) or suggest a suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto a course).
- 9.19 If you are an enrolled student and because of a change made under section 9 you want to withdraw from your Course, you must do the following:
- 9.19.1 tell Us in writing as soon as possible by contacting UCA Registry and by filling in a change-of-status form. We will work out your tuition fees in line with the tuition fees regulations (see Appendix A).
- 9.19.2 if you ask Us to, We will try to provide a suitable alternative course at UCA (which you must pay tuition fees for and meet any relevant entry requirements and conditions and which will be subject to place availability), or suggest a suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto a course).
- 9.19.3 if you are a student who needs sponsorship under the UK's Points-Based Immigration System, We will withdraw this sponsorship if you withdraw from the University. UCA will inform the Home Office of any sponsorship withdrawn because of this section 9.19.

10. Course suspension, closure and change of location
  - 10.1 We have the right to suspend, withdraw or change the location of your Course before it has started if, We are unable to guarantee the quality of student experience or meet requirements relating to enrolment numbers.
  - 10.2 To keep disruption caused by such events 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 your Course or change its location 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 or changed the location of your Course, We will try to do so as soon as reasonably possible.
  - 10.4 If We have to suspend or withdraw your Course or change its location 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.
  - 10.5 If We decide to close the Course on which you are already enrolled, We will stop recruiting future student intakes, but We will 'teach out' students currently enrolled, so that you will normally be able to complete your Course without interruption. This is in line with Our Student Protection Plan (Appendix A).
  - 10.6 If We decide to change the location of a course, We will do so for future student intakes. We will not normally change the location for students that are already enrolled and part-way through the course.
  - 10.7 If, in the event of 10.5 or 10.6, Our standard 'teach out' practice is not a suitable option for you, due to your particular circumstances, then We will take additional actions to help you complete your studies in line with our Student Protection Plan (Appendix A). If a situation arises when it is appropriate for the University to consider refunding tuition fees or other associated costs or to provide compensation, We will do so under the terms of our Student Protection Plan Refund and Compensation Policy (Appendix A).
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.
- 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 2018 ('DPA') and the General Data Protection Regulation. 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 Our data protection policies and privacy notices (see Appendix A).
- 12.2 We will only share your special personal information (e.g. information about your health) if We can 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 the Home Office (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 do not 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 complying with 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 or directions, a change in law following the UK ceasing to be a Member State of the European Union which means We are no longer legally allowed to provide services to you, war, civil disturbance, terrorist attack or threat of terrorist attack, pandemic or epidemic (or similar infectious diseases where We have health and safety concerns regarding the provision of the Course and other services to you or Our courses and services to other students), fire, extreme weather conditions, and labour disputes or industrial action, 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 Office for Students or regulator 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 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. Deferral or suspension by Us

16.1 In certain exceptional circumstances, We may need to defer your enrolment or suspend our contract with you, where it is reasonably necessary for Us to do so to:

16.1.1 obtain, investigate and/or assess further information regarding your support needs and to consider whether any reasonable adjustment may be needed in order reasonably to manage risks to the health, safety or welfare of you and/or others.

16.1.2 implement any reasonable adjustment may be needed in order reasonably to manage risks to the health, safety or welfare of you and/or others.

16.1.2 We will manage any deferment or suspension in accordance with Our deferment and cancellation of offers procedure, or Our support to study procedure (see Appendix A) and We will work with you to manage this process if it becomes apparent that We need to make the investigations and assessments, and/or reasonable adjustments referred to in clause 16.1 above.

16.1.3 We may have a right to end Our contract with you as set out in clause 17.2 below.

17. Ending Our contract with you

17.1 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.

17.1.1 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.

17.1.2 If you fail to meet or, because of your circumstances changing, you no longer meet any special requirements or conditions as set out in your offer email for your Course.

17.1.3 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.

17.1.4 If a criminal convictions panel decides in line with our criminal convictions policy, (Appendix A) on the basis of information about your unspent criminal convictions, that you are likely to create an undue risk to the safety and/or wellbeing of the University community.

17.1.5 If you are a student and you:

- need a visa to study in the UK and you do not have one by the start date of your Course; or
- are unable to provide the documents required as part of sponsor licence; or
- provide documents which We are unable to confirm as authentic or which We believe are not authentic; or
- have failed to keep to the restrictions of your visa or to meet the conditions of your stay in the UK; or
- have failed to meet, or help Us to meet, any relevant Immigration Rules, the UK's Points-Based Immigration System or other Home Office requirements in force from time to time, including:
  - a) your knowledge of the English language;
  - b) attendance and engagement 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.

17.1.6 If you are a student who needs sponsorship under the UK's Points-Based Immigration System and, after reasonable investigation, We believe or are told by the Home Office that you are a threat to immigration control or have breached your immigration conditions.

17.1.7 If you do not enrol or re-enrol for further academic years of your Course within set timescales.

17.1.8 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).

17.1.9 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).

17.1.10 If Our Support 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).

17.1.11 If We have made a final decision to terminate your enrolment because you have not met Our attendance requirements, under the terms of the common credit framework 3.8 (See Appendix A).

17.2 We may end Our contract with you by providing you with notice of normally no less than four weeks where, in connection with your disability and/or support needs, We are unable to reasonably make any or all adjustments needed for you to enrol or continue on your Course.

17.3 If, due to circumstances beyond Our reasonable control, it is not possible to tell you beforehand or within the timescale in clause 17.2 that We are unable to reasonably make all the adjustments needed for you to enrol, We will do so as soon as reasonably possible.

17.4 Where We need to exercise Our right to end Our contract as described in clause 17.2, We will at all time manage that process in accordance with the deferment and cancellation of offers procedure or Our support to study procedure.

17.4.1 If We end your contract under clause 17.1 of these terms and conditions, you may not be entitled to a refund of tuition fees.

17.4.2 If We end your contract under clause 17.2 of these terms and conditions, you will be entitled to receive a refund of tuition fees and you may be entitled to receive a refund of other unavoidable costs you have incurred as result of the termination.

## 18 Ending your contract

18.1 You can end your contract with Us at any time by telling Us immediately in writing by letter or email. If you end your contract after you have enrolled, We will work out your tuition fees in line with the tuition fees regulations (see Appendix A).

## 19 Enquiries

19.1 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 [universitysecretary@uca.ac.uk](mailto:universitysecretary@uca.ac.uk).

## 20 Other important terms

20.1 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.

## 21 Law and jurisdiction

21.1 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.

## 22 Cancellation rights

- 22.1 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.
- 22.2 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 and return Our cancellation form available from our website:  
[http://webdocs.ucreative.ac.uk/Cancellation\\_Form\\_FINAL-1478026200002.pdf](http://webdocs.ucreative.ac.uk/Cancellation_Form_FINAL-1478026200002.pdf)
- 22.3 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.
- 22.4 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).

## 23. Complaints

- 23.1 If there is something that you are unhappy about, please tell Us straightaway so that, if possible, We can put it right. If you wish to complain about an action or lack of action by UCA, or any aspect of Our service, you may do so using UCA's Complaint's Policy (See Appendix A).
- 23.2 If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator at [www.oiahe.org.uk](http://www.oiahe.org.uk) or OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading RG1 3AB.
- 23.3 These terms and conditions, including UCA policies and procedures are in addition to the range of protections students have under consumer protection law, and do not limit your consumer rights and remedies.



## Appendix A

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

### **Admissions and Enrolment**

[Admissions policy](#)

[Applicant disability policy](#)

[Admission of students under the age of 18](#)

[Criminal convictions policy](#)

[Deferment and cancellation of offers procedure](#)

[Student protection plan](#)

[Student protection plan refund and compensation policy](#)

### **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](#)

[Policy for making adjustments to assessment tasks for students with a disability or specific learning difference](#)

[Policy on students recording lectures and teaching sessions delivered by UCA staff](#)

[Study abroad policy](#)

### **Disciplinary rules and regulations**

[Student code of conduct and disciplinary procedure](#)

[Academic misconduct regulations](#)

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

[Student health and safety guide](#)

[Support to study procedure](#)

[Bullying and harassment 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](#)

[IT use policy](#)

[Freedom of speech code of practice](#)

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<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>