

## Study Abroad Programme Terms and Conditions

### 1. Introduction and interpretation

1.1 These terms and conditions ("Terms") apply to all courses provided by University of the Arts London ("we" or "us") in connection with its Study Abroad Programmes (as defined below).

1.2 In these Terms, the following expressions have the following meanings:

"Acceptance Form" means the online or paper acceptance form supplied by us and submitted by you for the purpose of accepting an Offer;

"Application" means your application for a place on the Course, made by submitting your Application Form and whatever supporting evidence we require from time to time;

"Application Form" means the online or paper application form supplied by us and submitted by you for the purpose of making an application for a place on the Course;

"Brochure" means our brochure in relation to the Course which has been made available to you in a paper format and/or online on our Website;

"Colleges" means the colleges we operate and known as Camberwell College of Arts, Central Saint Martins, Chelsea College of Arts, London College of Communication, London College of Fashion and Wimbledon College of Arts;

"Course" means such of the courses of study available under our Study Abroad Programmes as you apply via the Application to undertake or, if different, such alternative course as you and we agree that you will undertake;

"Credits" means the credits available in relation to the Course, as further explained in the Brochure;

"Electives" means those parts of the Course (if any) which are not compulsorily and are chosen by you;

"Event Outside Our Control" means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, strikes, and acts of God;

"Fees" means the tuition fees and administration fees payable by you in relation to the Course;

"Home Institution" means the college or university at which you normally undertake your studies;

"Offer" means our written offer to provide you with a place on the Course;

"Services" means the teaching services and related teaching materials that we will provide in relation to the Course;

"Study Abroad Office" means the administrative office for the College named in the Brochure as delivering the Course, the address of which is set out in the Brochure and on the Website;

"Study Abroad Programmes" means the programmes of study we offer at our Colleges which are referred to by us on our Website and in our marketing materials as Study Abroad Programmes and which are usually made available to students resident overseas;

"Website" means the pages of our website dedicated to Study Abroad Programmes which can be found at <http://www.arts.ac.uk/study-at-ual/study-abroad/>;

## 2. About us and how to contact us

We are University of the Arts London, a higher education corporation and exempt charity for the purposes of the Charity Act 1993. Our main place of business is at 272 High Holborn, London, WC1V 7EY. You can contact us at this address or via the contact us link on the Website.

## 3. Applications

- 3.1 Whether or not we make you an Offer in response to your Application will be at our discretion and subject to you meeting our requirements in relation to the Course.
- 3.2 Our Offer is an offer to provide the Services to you, subject to you paying the Fees and accepting our Offer in accordance with the time limits set out below.
- 3.3 To accept our Offer you must submit your Acceptance Form:
  - 3.3.1 within 5 days of the date of our Offer in the case of a Course offered at London College of Fashion; or
  - 3.3.2 within 1 month of the date of our Offer in respect of all other Courses.
- 3.4 When you submit an Acceptance Form confirming that you wish to undertake the Course, you are accepting our Offer and a contract between us in relation to the Course and the Service will start (the "Contract"). By submitting the Acceptance Form you are agreeing to enter into the Contract and pay the Fees.

3.5 You should check that you are happy with the contents of these Terms and the Offer before submitting the Acceptance Form. If you think that there is a mistake in the Terms, your Application Form or the Offer or that they don't contain relevant information, please notify us and ask us to agree changes in writing before submitting your Acceptance Form.

#### 4. Our services

4.1 We will use our reasonable endeavours to ensure that the Services meet the description set out in the Brochure in all material respects.

4.2 We will use our reasonable endeavours to comply with the timetable for the delivery of the Course which is set out in the Brochure or agreed in writing between us. However, you agree that dates and locations for the delivery of the Services and the tutors and lecturers teaching the Course may be subject to change from time to time.

4.3 We may make any changes to the Services which are necessary to ensure that they comply with any applicable law or satisfy requirement or which do not materially affect the nature or quality of the Services, and we will notify you of any such changes.

4.4 All intellectual property rights in or arising out of or in connection with the Services (including intellectual property rights in any training materials created by us and provided to you) shall be owned by us.

4.5 Electives are subject to availability. We will use our reasonable efforts to ensure that your first choice electives are available but may require you to choose alternatives.

#### 5. Your Home Institution

If the Course will form part of a course you are undertaking with your Home Institution then you must discuss with your Home Institution the suitability of the Course and whether or not the Course and the Credits available (if any) will be recognised. We do not make any promises or representations about how participation in the Course will affect the course provided by your Home Institution.

#### 6. Your obligations

6.1 You agree to:

- (a) maintain an immigration status that entitles you to undertake the Course;
- (b) attend classes for the Course regularly and on time;
- (c) refrain from using any audio or visual equipment during classes or practical sessions, unless we have agreed that you may do so (and our agreement will not be unreasonably withheld or delayed);

- (d) comply with our health and safety rules as notified to you from time to time, including by wearing suitable clothing and footwear for practical classes;
- (e) conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other students;
- (f) provide the equipment and materials that we advise you on the Website or Brochure or subsequently advise you in writing that you will need in connection with the Course and you agree that failure to provide them may limit your progress on the Course; and
- (g) only use the facilities and equipment provided by us during the hours notified by us to you.

6.2 You acknowledge that we will not provide you with any insurance cover and you will be responsible for taking out any insurance you might need for the duration of your Course, including health and accident insurance.

6.3 We are not obliged to provide you with any financial or legal assistance or advice and if you experience any legal or other issues while in the UK, you will need to obtain independent advice at your own expense.

6.4 Non-attendance by you on the Course for any reason (including illness or personal circumstances) will not entitle you to extra tuition or a reduction in or refund of the Fees.

## 7. Fees and payment

7.1 The Fees payable are as published on the Website and are payable in GBP.

7.2 You must pay the Fees in the following instalments at the following times:

7.2.1 a deposit of £500 (the "**Deposit**") no later than:

- (a) 5 days from the date of our Offer if the Course is to be delivered at London College of Fashion or 1 month from the date of our Offer in the case of all other Courses; or, if earlier,
- (b) 6 weeks before the Course starts; and

7.2.2 the balance of the Fees no later than 6 weeks before the Course starts.

7.3 If you do not pay the Fees in accordance with these Terms you will not be entitled to start the Course.

7.4 Payment of the Fees can be made by credit card, bank transfer, or cheques payable to "University of the Arts London". Payments made by bank transfer are subject to an additional charge of £30.

7.5 A Record of Study and Achievement awarded to you on the Course will be issued to you free of charge. We will be entitled to charge you £25 for each additional copy of your transcript that you require.

## 8. Minimum age requirement

We cannot accept your Application unless you are aged 18 or over. By submitting your Application for any Course, you warrant that you are aged 18 or over. If this turns out to be incorrect, we will be entitled to cancel the Contract on written notice to you.

## 9. Visas

9.1 If you do not hold a UK/EU/EEA passport you will need a visa that allows you to undertake the Course. For information please see the Home Office website at <http://www.ukvisas.gov.uk/>.

9.2 We have taken reasonable care to ensure that any information we provide to you in relation to visa requirements is accurate in all material respects but you should not rely on this information and must make your own enquiries.

9.3 It is your responsibility to determine how far in advance you need to apply for a visa, and to allow sufficient time to obtain a visa.

9.4 We will not allow you to join the Course if you do not have a visa that allows you to study and you must present your passport and your visa to the Study Abroad Office before the start of the Course.

## 10. Your legal cancellation rights

10.1 If you are a consumer and are not entering into the Contract for purposes connection with a business then you have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "**Cancellation Period**") without giving any reason. The Cancellation Period will expire 14 days after the date on which the Contract starts.

10.2 To cancel within the Cancellation Period you must inform us by a clear statement. You may use the model cancellation form on our Website but this is not obligatory. You may also inform us in writing. You can send your model cancellation form or other written notice of cancellation to:

10.2.1 The Study Abroad Office, London College of Fashion, 20 John Princes Street, London W1G 0BJ or [studyabroad@fashion.arts.ac.uk](mailto:studyabroad@fashion.arts.ac.uk) in relation to Courses delivered at the London College of Fashion; or

10.3 Study Abroad Office, 272 High Holborn, London, WC1V 7EY or [studyabroad@arts.ac.uk](mailto:studyabroad@arts.ac.uk) in relation to all other Courses We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so.

10.4 If you cancel the Contract in accordance with paragraph 10.1, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel. However, if you have expressly requested that we start

providing the Services within the Cancellation Period then we will be entitled to charge you a reasonable sum for the Services provided based on the proportion of the Course you have undertaken and the total Fees and we can deduct this sum from any refund payable to you.

- 10.5 The other paragraphs of these Terms set out your other rights to cancel the Contract which are in addition to and do not affect your rights under paragraph 10.1.

## 11. Your other cancellation rights

- 11.1 You may cancel the Contract outside the Cancellation Period but before the Course starts by giving us written notice.
- 11.2 If you give us written notice to cancel the Contract outside the Cancellation Period but at least 6 weeks before the Course starts, we will refund the Fees you have paid, less the amount of the Deposit which you agree we can keep as payment of our costs for preparing to provide the Services.
- 11.3 If give us written notice to cancel the Contract outside the Cancellation Period and fewer than 6 weeks before the Course starts, you will not be entitled to any refund of the Fees and, if you have not paid the balance of the Fees, you must do so, unless a replacement student can be found to take your place on the Course in which case you will be entitled to a refund of the Fees less the amount of the Deposit which you agree we can keep as payment of our costs for preparing to provide the Services.
- 11.4 You may also cancel the Contract at any time if:
- (a) we breach the Contract in a material way and do not correct the situation within 14 days of you asking us in writing to do so;
  - (b) an Event Outside Our Control prevents us from providing the Services when we are supposed to for 2 weeks or more; or
  - (c) we go into liquidation or a receiver or administrator is appointed over our assets.

## 12. Our cancellation rights

- 12.1 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more or if we lose our right for the purposes of relevant legislation to provide the Services, in which case we will refund any Fees paid.
- 12.2 We may cancel the Contract or suspend you from the Course on written notice to you if:
- (a) your attendance falls below acceptable levels, as notified to you by us or our staff, acting reasonably (other than for reasons outside your reasonable control);

- (b) we discover that the information provided in or in support of your Application is false in any material respect;
- (c) you do not pay the Fees when you are supposed to;
- (d) you behave in a manner which is disruptive or offensive to other students on the Course or our staff and, despite receiving a verbal or written warning, you continue to do so;
- (e) we discover that you do not have an immigration status entitling you to undertake the Course; or
- (f) you breach the Contract in a material way and do not correct the situation within 14 days of us asking you in writing to do so.

### 13. Events outside our control

13.1 We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control. If an Event Outside Our Control takes place which affects our obligations under the Contract then:

- (a) we will contact you as soon as reasonably possible to notify you;
- (b) our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and
- (c) we will restart the Services as soon as possible when the Event Outside Our Control is over.

### 14. Our liability to you

14.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

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

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and

Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

- (e) defective products under the Consumer Protection Act 1987.

## 15. Data protection

15.1 We will use the personal information you provide to us to:

- (a) provide the Services
- (b) process your payment for the Fees; and
- (c) inform you about similar products or services that we provide, but you may ask us at any time to stop using your information in this way.

15.2 We will not give your personal data to any other third party except that:

- (a) we may share your personal data with other companies in the same group of companies as us;
- (b) if your booking has been made through an agent we may share information with them; or
- (c) if you require a visa or other permission to study in the UK, we will inform the relevant authorities if you:
  - (i) have a Tier 4 visa and you do not enrol for the Course when you are supposed to;
  - (ii) have a Tier 4 visa and you withdraw or are expelled from the Course, take time out from the Course or exceed the number of permitted unauthorised absences;
  - (iii) have a Tier 4 visa and you transfer to a Course of a shorter length; or
  - (iv) break the conditions of your permission to stay in the UK.

15.3 You must inform us promptly if:

- (a) there is any change to your immigration status; or
- (b) your contact details change.

## 16. Your rights as a consumer

As a consumer, you have legal rights in relation to the Contract which are not affected by these Terms. Advice about your rights may be available from your local Citizen's Advice Bureau.

## 17. Other important terms

17.1 We may transfer our rights and obligations under any Contract to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.

- 17.2 You may not transfer your rights or obligations under the Contract to any other person.
- 17.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, 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. If we do waive a default by you, we will only do so in writing, and that will not mean that we automatically waive any later default by you.
- 17.6 These Terms and the Contract are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.