



University for the  
Creative Arts

# **Student Contract Terms and Conditions**

**University for the Creative Arts  
Undergraduate and Taught  
Postgraduate Courses**

## **Please read this document carefully**

It is important that you understand this document because it sets out the terms that will govern the contractual relationship between you and us. By accepting our offer of a place at the University for the Creative Arts (the 'University' or 'we'), you are entering into a legally binding contract with us.

## **KEY FEATURES OF THE CONTRACT**

This document and the other documents it refers to set out:

- the terms and conditions that apply to you during your time as a student of the University;
- your rights and responsibilities as a student of the University;
- the services the University provides; and
- the details of your course.

This summary of key features points to your rights and responsibilities but does not replace those documents or the need for you to read and understand them.

If you do not understand any part of this document, please ask us about it before accepting your place by contacting:

*Head of Admissions*

Email: [admissions@uca.ac.uk](mailto:admissions@uca.ac.uk)

*Head of International Admissions*

Email: [internationaladmissions@uca.ac.uk](mailto:internationaladmissions@uca.ac.uk)

## **Your particular attention is drawn to the following terms:**

### **Fees and payments**

By accepting our offer, you agree to pay the fees and charges as set out in our offer letter, and in line with procedures in the Fees, Refunds and Debtor Policy.

### **Course**

By accepting our offer, you agree that the details of your course as shown in our offer letter and course information sheet – including the location(s) where we will provide the course – meet your needs.

### **Obligations**

By accepting our offer, you agree to abide by the University's regulations, policies and procedures. In some cases, if you do not follow these requirements, you could be subject to disciplinary or other action which could lead to sanctions, including termination of your enrolment at the University.

### **Changes**

In exceptional circumstances, the University may need to make changes to your course. By accepting our offer, you agree to participate in conversations about any changes that may be required, and the University will notify you as soon as possible in the event the University intends to make significant changes to your course.

## **1. Introduction**

- 1.1 These terms and conditions ('the Terms') accompany, and should be read with, your formal offer of admission to your course. These Terms contain important information concerning your student contract with us, so it is important that you read them carefully and fully understand them before accepting your offer. Once you accept your offer, a legally binding contract is formed between you and us. By accepting your offer, we will assume that you have read and understood these Terms and the regulations, policies and procedures ('the Regulations') referred to within and listed in Appendix A and agree to abide by them.

## **2. Our duties**

- 2.1 In line with these Terms (and any conditions set out in your offer), we will enrol you and deliver the course set out in your offer email in line with the description applied to it in the academic year in which you begin your course. We will deliver the course with reasonable skill and care.
- 2.2 We will assess your academic progress and, upon successful completion of your course, grant your award in line with the Regulations.

## **3. Your duties**

- 3.1 By accepting our offer, you agree to familiarise yourself fully and comply with our Regulations. Failure to follow the Regulations may lead to action being taken against you and the imposition of sanctions, including termination of your enrolment at the University and the imposition of sanctions, including termination of your enrolment at the University.

## **4. Accuracy of information**

- 4.1 It is your responsibility to ensure that all the information you provide to us is true and accurate. This information includes your address details and the accuracy of your personal details. Any change of name must be supported by documentary evidence, e.g. marriage certificate, deed poll, etc.
- 4.2 We shall not be responsible for any out-of-date or incorrect information that you have provided, and you will be responsible for any consequences (such as the cost of re-issuing documents or certificates, if the University is able to do so) of not keeping your information correct and up to date.
- 4.3 Applicants who make false and/or misleading statements or who provide fraudulent or plagiarised information in their applications, including non-disclosure of important or relevant information or relevant unspent criminal convictions, may have their offer withdrawn. Please refer to the Admissions Policy for information on how the University will deal with applications that include such information.

## 5. International students

5.1 If you are a student who requires a student visa, you must:

5.1.1 meet all the requirements set out in the Immigration Rules, the UK's Points-Based Immigration System guidance or other Home Office requirements in force from time to time, including:

- a) proficiency in the English language;
- b) maintaining regular engagement and attendance with your course;
- 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 comply with any reasonable requests for information as required as part of our sponsor obligations, such as providing copies of your qualifications, transcripts or certificates, passport, immigration history and bank statements.

5.1.3 contact 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.

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

5.3 We are required to report to the Home Office any breaches of your visa conditions.

5.4 Your offer may be withdrawn, or your studies terminated if you are an international student and you:

5.4.1 need a visa to study in the UK and you do not have one by the start date of your course,

5.4.2 Non-payment of appropriate deposits in line with the approved Fees and Charges Policy.

5.4.3 are unable to provide the documents required as part of our sponsor licence;

5.4.4 provide documents which we are unable to confirm as authentic or we believe are not authentic;

5.4.5 have failed to keep to the restrictions of your visa or to meet the conditions of your stay in the UK; or

5.4.6 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.

## **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 defer (delay) entry to the following year by emailing our Admissions Department [[admissions@uca.ac.uk](mailto:admissions@uca.ac.uk) or [internationaladmissions@uca.ac.uk](mailto:internationaladmissions@uca.ac.uk)] as soon as possible after receiving your offer in line with our Admissions Policy. The maximum period for which you can defer enrolment is one academic year.
- 6.2 If you are an international student and you choose to defer, we will cancel your confirmation of acceptance of studies ('CAS') and re-issue a new CAS at a later date for your new point of entry. 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 at your deferred entry date.
- 6.3 We may refuse deferrals in certain circumstances as set out in the Admissions Policy, for example 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.
- 6.4 The decision of the Admissions Department will be final, and we will not consider appeals.
- 6.5 Before applying to defer your enrolment, you should note the following:
  - 6.5.1 the tuition fees payable when you start your course and in subsequent years may be higher;
  - 6.5.2 you will be subject to the Student Contract and Terms & Conditions applicable to the year you start your course;
  - 6.5.3 the course information for your course may be updated.
- 6.6 If your application for deferred entry is accepted you should check the up-to-date information about tuition fees, the student contract and course information on the University's website before enrolling on your course. If any material changes to your course are made, these will be brought to your attention as soon as reasonably possible.

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

- 6.7 Whichever type of course your offer relates to, your contract with us becomes binding when you accept your offer as detailed in the offer.

## **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 Director of the Academic Registry, which we will send to your University email address in August each year.
- 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 Fees, Refunds & Debtor Policy and have been classified as a debtor. 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 excluded from the University on the grounds of misconduct, under the Student Conduct Rules.
- 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.
- 7.3.4 You have been suspended or expelled from the University because of academic misconduct, under the Academic Misconduct Regulations.
- 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.
- 7.4 If you do not complete enrolment by the deadline, we will place you on a mandatory interruption of studies until the next available enrolment point. If at that point you fail to complete enrolment for a second time, we will consider you withdrawn from your course and, if you are an International student, will withdraw our sponsorship of you and report that to the Home Office. If you have already paid a deposit for the academic year, you may be eligible for a refund in certain circumstances as set out in the Fees, Refunds & Debtor Policy.

## **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 Fees, Refunds & Debtor Policy and the Tuition Fee Schedule.
- 8.2 If you need a visa to study with us, you must pay a deposit before we can issue you with a CAS, as set out in the Fees, Refunds & Debtor Policy. 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 the fee for any reassessment (that is, the fee for resitting any failed units), if required.
- 8.4 We review our tuition fees each year and we may increase them in line with inflation during your course 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, or any tuition fee limit set by the government. If you are an enrolled student and wish 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 tuition fees, you may have to pay other charges and costs, for example for study visits, field trips or for accommodation if you live in a University residence (the provision of accommodation would be subject to a separate contract). 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.

- 8.6 You must pay the minimum instalment of fees specified for your course during the published enrolment period for the course, in line with section 4 of the Fees, Refunds & Debtor Policy.
- 8.7 You are responsible for paying your tuition fees. We will invoice you, or anyone paying on your behalf, as set out in the Fees, Refunds & Debtor Policy and Tuition Fee Schedule. If someone else is paying the fees on your behalf and they do not make a payment within the timescales set out in the Fees, Refunds & Debtor Policy you will be invoiced and personally responsible for paying the outstanding balance.
- 8.8 If you interrupt your study or withdraw from your course, any refunds will be calculated in accordance with the Fees, Refunds & Debtor Policy.
- 8.9 If you do not pay your tuition fees by the deadline (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 06.2 of the Fees, Refunds & Debtor Policy.
- 8.10 If you are classed as a debtor under the Fees, Refunds & Debtor Policy we may:
- 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 (and withdraw you as a student) 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 enrolment, we may allow you to re-enrol, after we have considered the circumstances in line the Fees, Refunds & Debtor Policy.
- 8.12 Before implementing any of the sanctions for debtors set out In the Fees, Refunds & Debtor Policy, we will give you reasonable notice in writing and allow you to make representations in writing.
- 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 at [[gatewayservices@uca.ac.uk](mailto:gatewayservices@uca.ac.uk)].
- 8.14 Penalties for other charges, such as library fines or equipment hire, are set out in the Fees, Refunds & Debtor Policy.
- 8.15 As a last resort, we may refer an unpaid debt to a debt-collection agency in accordance with the Fees, Refunds & Debtor Policy.

## **9. Changes to courses and services**

- 9.1 We will use reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you begin the course. However, we will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the course.

### **Reasons for changes**

- 9.2 Reasons for changes may include:

- 9.2.1 to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- 9.2.2 to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
- 9.2.3 to improve the quality of our educational and pastoral services, or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
- 9.2.4 in response to relevant professional or accrediting body requirements or guidance.

### **What types of changes may be made?**

- 9.3 We have set out in this section 9.3 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”.

- 9.3.1 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. reasonable changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services.



### 9.3.2 Major Changes (some examples):

- i. 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);
- j. to make additions and/or withdrawals of certain core or compulsory modules on your course;
- k. changing our security procedures to such an extent as may significantly impact on the way that you previously acted when on campus with us;
- l. in rare cases, the discontinuation of your course (please see section 10 below for more details regarding what we will do in these circumstances);
- m. 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.

## How we will notify you of changes

9.4 For minor changes, we will notify you by email.

9.5 For major changes, we will notify you by email and will consult with affected students before we make any changes.

9.6 Please note that the availability, timing, nature and/or scope of the University's pastoral support and academic support services may change during your time with us 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

9.7 If we make changes to your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the Student Protection Plan.

## 10. Course suspension, withdrawal 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 numbers recruited to the course are too low.

10.2 To keep disruption caused by such changes to a minimum, the University will:

10.2.1 try to recruit enough students in order to run the course; and

10.2.2 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 provide you with at least nine weeks' notice that we have withdrawn or suspended or changed the location of your course, we will do so as soon as reasonably possible.
- 10.4 If we have to suspend or withdraw your course or changed its location, we will:
- 10.4.1 where there are sufficient continuing students, 'teach out' students currently enrolled, so that you will normally be able to complete your course without interruption in line with our Student Protection Plan; or
  - 10.4.2 if possible, offer you the option to transfer to a suitable alternative course at the University (which you must pay tuition fees for and meet any relevant conditions); or
  - 10.4.3 provide reasonable support to enable you to transfer to a suitable alternative course with another provider (but we cannot guarantee that you will be accepted onto a course).
- 10.5 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 if it has been suspended or withdrawn before enrolment.
- 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 who are already enrolled and partway through the course.
- 10.7 If, in the event of 10.4.1, 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. 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.

## **11. Changes to the Regulations**

- 11.1 We reserve the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- 11.1.1 to review and update the Regulations to ensure they are fit for purpose;
  - 11.1.2 to reflect changes in the external environment, including legal or regulatory changes,
  - 11.1.3 changes to funding or financial arrangements or changes to government policy requirements or guidance;
  - 11.1.4 to incorporate sector guidance or best practice;
  - 11.1.5 to incorporate feedback from students; and/or
  - 11.1.6 to aid clarity or consistency of approach.
- 11.2 Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where we reasonably consider this to be in the interests of students or where this is required by law or other exceptional circumstances.

We will take all reasonable steps to minimise disruption to students wherever reasonably practicable, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

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

## **12. Events Outside of Our Control**

- 12.1 Sometimes circumstances beyond our reasonable control that could not have been prevented even if we had taken reasonable care ('Events Outside of Our Control') mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

- 12.2 Examples of Events Outside of Our Control include (but are not limited to):

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

12.2.2 industrial action by third parties;

12.2.3 power failure;

12.2.4 acts of terrorism;

12.2.5 pandemics, epidemics and other threats to public health;

12.2.6 fire;

12.2.7 severe weather conditions;

12.2.8 natural disasters;

12.2.9 political or civil unrest;

12.2.10 damage, interruption or lack of access to buildings, facilities or equipment;

12.2.11 the acts or delays of any governmental or local authority;

12.2.12 legal or regulatory changes, including changes to government guidance;

12.2.13 sanctions imposed by any country; and/or

12.2.14 withdrawal by any government or local authority of any necessary licence.

- 12.3 Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:

12.3.1 offering the opportunity where reasonably possible to move to another course;

12.3.2 deferring the start date for the course;

- 12.3.3 delivering the course in a different way, from another location or online, or at another time;
  - 12.3.4 delivering a modified version of the same course;
  - 12.3.5 assisting you to transfer to complete the course at another institution; and/or
  - 12.3.6 delivering other services and facilities in a different way, from a different location or online.
- 12.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and we will follow our Fees, Refunds & Debtor Policy. Alternatively, you may make a complaint under the Student Complaints Policy.
- 12.5 Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, we will follow our Student Protection Plan and Student Protection Plan Refund Compensation Policy.
- 12.6 Where Events Outside of Our Control occur and we are unable to take steps to minimise the resultant disruption to students, then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

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

- 13.1 Unless we have agreed otherwise with you in writing, you will own 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) may own certain intellectual property rights that you develop in connection with that programme. If that is the case, you will be informed at the outset of the programme.
- 13.2 You agree to grant to us a royalty-free, non-exclusive, unchangeable, worldwide licence to use any intellectual property rights you develop in connection with your course forever for the purposes of creating educational materials and for marketing, promoting or otherwise improving the reputation of the University in all media.
- 13.3 We will use any such work for academic, teaching and marketing purposes. This may include using your work:
- 13.3.1 in our learning and teaching materials;
  - 13.3.2 to market and promote the University and its courses and activities, including via our website and social-media channels, leaflets, catalogues and/or prospectuses; and
  - 13.3.3 for external examination or other academic quality-assurance purposes.

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.

- 13.4 Wherever reasonably possible, we will acknowledge the source and you, as the original creator of any works you create.
- 13.5 You should submit your coursework for assessment and collect it afterwards in line with our Policy for the Submission, Retention and Return of Student Work.
- 13.6 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.
- 13.7 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.
- 13.8 You should normally collect any coursework you submit to us for assessment within two weeks after we have issued your expected grades as set out in our Policy for the Submission, Retention and Return of Student Work. We will normally dispose of your work after this time unless you have made special arrangements with a member of your course team.
- 13.9 The university will retain an accurate record of your work in accordance with the OfS B4.3 Condition of retaining students work for 5 years.

## **14. Data protection**

- 14.1 We are a registered data controller under the Data Protection Act 2018 and the UK General Data Protection Regulation (together 'Data Protection Legislation'). 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 Policy and Privacy Notices.
- 14.2 We will only share your personal information if we can do so in line with Data Protection Legislation.
- 14.3 You must adhere to our Data Protection Policy. If you fail to follow the Data Protection Policy when processing personal information for the University, we may take disciplinary action against you.
- 14.4 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 Data Protection Legislation.
- 14.5 Student information will be retained for a period of 5 years following the date of student award or for a period required by the sector regulator, whichever is longer.

## **15. Liability**

- 15.1 If we do not keep to these Terms, we shall be responsible for any loss or damage you suffer that could be foreseen as a result of us breaking this contract or failing to use reasonable care and skill. However, 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 it was considered by you and us at the time we entered into this contract.

15.2 We do not in any way exclude or limit Our liability for:

15.2.1 death or personal injury caused by Our negligence;

15.2.2 fraud or fraudulent misrepresentation; or

15.2.3 in any way breaking the terms for which liability cannot be limited or excluded.

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

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

## **17. Disability and reasonable adjustments**

17.1 We are committed to providing an inclusive and accessible environment and strive to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables us to engage with you and discuss your support needs more effectively. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussion or health assessments as required by us.

17.2 Where you have a disability or long-term health condition, information you have provided in connection with any additional needs will be processed by our Disability Team for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer. Information concerning your disability or long-term health condition will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability or long-term health condition not be disclosed to such staff, but you should note that whilst all reasonable efforts will be made to implement reasonable adjustments, requests for confidentiality may in some circumstances prevent those adjustments being made.

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

18.1 We have the right to withdraw any offer made, or to terminate your enrolment with us, in the following circumstances:

18.1.1 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;

18.1.2 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;

- 18.1.3 if you fail to disclose 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;
- 18.1.4 if the Criminal Convictions Panel decides, on the basis of information about your relevant unspent criminal convictions and in line with our Criminal Convictions Policy that you are likely to create an undue risk to the safety and/or wellbeing of the University community. This includes where additional information is received by a third party (e.g., probation officers, police crime prevention officers) after the original decision of the Panel, if that information is deemed to put the applicant, other students or staff at risk.
- 18.2 If during the application process, or during your studies as an enrolled student you are convicted of a criminal offence and receive a relevant unspent criminal conviction, you must inform the University immediately of that fact. The University shall follow the procedures set out in the On-Course Criminal Convictions Policy and may convene a Criminal Convictions Review Board. A decision of the Criminal Convictions Review Board may result in you being withdrawn from the University. Examples of relevant convictions are provided in the On-Course Criminal Convictions Policy.
- 18.3 If we withdraw your offer or terminate your enrolment as a result of any such circumstance, this will be managed in accordance with the Deferment and/or Cancellation of Offers Policy. Any refunds will be calculated in accordance with the Fees, Refunds & Debtor Policy.

## **19. Enquiries**

- 19.1 If you have any questions about these Terms, please write to Head of Admissions, University for the Creative Arts, Falkner Road, Farnham GU9 7DS, or email [studentcontract@uca.ac.uk](mailto:studentcontract@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 accepting the course, 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 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@uca.ac.uk](mailto:admissions@uca.ac.uk) or



[internationaladmissions@uca.ac.uk](mailto:internationaladmissions@uca.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: <https://uca.assetbank-server.com/assetbank-uca/assetfile/50285.pdf>

- 22.3 If you cancel this contract within the 14-day cancellation period, we will refund all payments we have received from you 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.
- 22.4 If you begin your course during the cancellation period and you cancel during that period, we will work out the proportion of your tuition fees due in line with the Fees, Refunds & Debtor Policy.
- 22.5 If you are an overseas student, please consult the Fees, Refunds & Debtor Policy for any special fee arrangements pertaining to cancellations for overseas students (including non-issuance of visas and failed course entry requirements).
- 22.6 You can end your contract with us any time after the 14-day cancellation period by emailing [admissions@uca.ac.uk](mailto:admissions@uca.ac.uk) or [internationaladmissions@uca.ac.uk](mailto:internationaladmissions@uca.ac.uk).
- 22.7 If you end your contract after the 14-day cancellation period, we will calculate any outstanding tuition fee payments or eligible refunds in accordance with the Fees, Refunds & Debtor Policy.

## **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 Complaints Policy.
- 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 Wharf, 57-75 Kings Road, Reading RG1 3AB.



# Appendix A

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

### Admissions and enrolment

[Admissions policy](#)

[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](#)

OfS B4.3 Condition of retaining students work for 5 years.

Intellectual Property 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](#)

[Sexual misconduct policy](#)

### Complaints policy and procedure

[Student complaints policy](#)

### Fees regulations

[Fees, refund and debtor policy](#)

[Tuition fee schedule](#)

### 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 [uca.ac.uk/about-us/quality-assurance-enhancement/university-regulations-policies-and-procedures/regulations/](http://uca.ac.uk/about-us/quality-assurance-enhancement/university-regulations-policies-and-procedures/regulations/) These are UCA's policies and regulations except where indicated.