



**UNIVERSITY  
OF LONDON**

# Student terms and conditions 2019–2020



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## IMPORTANT INFORMATION REGARDING THE TERMS AND CONDITIONS

Last revised 30 July 2019

The Student Terms and Conditions are administered by the University of London Worldwide, a Central Academic Body of the University of London. The study of programmes through other Central Academic Bodies<sup>1</sup> or at member institutions of the federal University of London are governed by separate Student Terms and Conditions. See the individual websites for further information.

### Changes applied to Terms and Conditions 2019-2020

- Reference is made to University of London Worldwide as the administrator of the Student Terms and Conditions
- The term 'examination entry' has been replaced by 'assessment entry'
- Addition of University of London Refund and Compensation Policy to list of documents at 1.3
- Inclusion at clause 8.2 of impact on you if the University withdraws a programme, and the alternatives we may offer you in these circumstances
- Reference at clause 8.3 to the University of London Refund and Compensation policy
- At clause 10.1 reference to additional or other charges in addition to Programme Fees
- At clause 10.4 notice that some fees are non-refundable
- General clarification under clause 17 Complaints Procedure
- Further minor revisions for enhanced clarification throughout the text.

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<sup>1</sup> Other Central Academic Bodies of the University of London are School of Advanced Study and the University of London Institute in Paris

## 1 INTRODUCTION

1.1 These terms and conditions ("Terms and Conditions") represent an agreement between the University ("us", "we" or "our") and you ("you" or "your") for this Academic Year. By accepting your Offer, or by continuing your registration, you accept these Terms and Conditions in full. If you have any questions or concerns about these Terms and Conditions, you should contact us using the Contact Us link on our website before accepting the Offer. Where any words are capitalised throughout these Terms and Conditions, they shall have the meanings set out below.

### 1.2 Definitions

In these Terms and Conditions:

<b>"Academic Year"</b>	for the purposes of this document, this means the period for which your Programme runs. An Academic Year starts in October or January of any given calendar year, and may have entry points throughout this period.
<b>"Application Fee"</b>	means the non-refundable fee for your application to be considered by us.
<b>"Cancellation Date"</b>	has the meaning set out in clause 15.2.
<b>"University of London Student Complaints and Academic Appeals Procedure."</b>	means our academic appeals and complaints policy and procedure which can be found by accessing the links set out in clause 1.3.
<b>"Continuing Registration Fee"</b>	means the fee which you are required to pay (where applicable) in order to re-register with us for each Academic Year after the first year of your studies.
<b>"Contract"</b>	means the agreement between you and us in relation to your studying a Programme through the University. These Terms and Conditions and the regulations, policies and procedures referred to in this document form the Contract.
<b>"Fee Payment Methods"</b>	means the <a href="#">payment methods</a> set out on our website.
<b>"Offer"</b>	means an offer of a place on a Programme.
<b>"Programme"</b>	means your prospective or registered programme of study with the University.
<b>"Programme Fees"</b>	means fees payable to the University which include, where applicable, Registration Fees, Continuing Registration Fees, module/course fees, and

	assessment entry fees as indicated in the <a href="#">published fee schedule</a> for the relevant Programme.
<b>"University of London recognised teaching centre"</b>	means a teaching institution that supports students studying for the Programme and is recognised under the University of London Teaching Centres Recognition Framework (TCRF) with the University.
<b>"Registration Deadline"</b>	means the last date for online registration with us as notified to you in the Offer.
<b>"Registration Fee"</b>	means the fee you are required to pay to register with us for your first Academic Year. For some Programmes, this may be included in a module/ course fee as indicated in the <a href="#">published fee schedule</a> for the relevant Programme.
<b>"Study Session"</b>	means a defined period of time allocated for the study of a specified module, or modules.
<b>"University"</b>	means the University of London, an exempt charity and statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU
<b>"Virtual Learning Environment"</b>	means the virtual learning environment that provides you with access to your Programme materials.

- 1.3 In addition to these Terms and Conditions, there are other regulations, policies and procedures which apply to your registration (or continuing registration) at the University and your Programme. Details of the regulations, policies and procedures applicable at the time of accepting these Terms and Conditions, and the location of such documents, can be found in the table below. It is your responsibility to read these documents carefully as they, together with these Terms and Conditions, form the Contract between us and you.

	Document	Location of Document
1.3.1	University of London Statutes, Ordinances and Regulations	<a href="https://london.ac.uk/about-us/how-university-run/central-university-administration/statutes-ordinances-and-regulations">https://london.ac.uk/about-us/how-university-run/central-university-administration/statutes-ordinances-and-regulations</a>
1.3.2	General Regulations	<a href="http://www.london.ac.uk/regs">http://www.london.ac.uk/regs</a>
1.3.3	Programme Specifications	Located on the individual Courses webpage <a href="https://london.ac.uk/courses">https://london.ac.uk/courses</a>
1.3.4	Programme Regulations	<a href="http://www.london.ac.uk/regs">http://www.london.ac.uk/regs</a>
1.3.5	University of London Student Complaints and Academic Appeals Procedure	<a href="https://london.ac.uk/current-students/complaints-and-appeals-procedure">https://london.ac.uk/current-students/complaints-and-appeals-procedure</a>
1.3.6	University of London Ordinance 17: Code of Student Discipline	<a href="https://london.ac.uk/about-us/how-university-run/central-university-administration/statutes-ordinances-and-regulations">https://london.ac.uk/about-us/how-university-run/central-university-administration/statutes-ordinances-and-regulations</a>
1.3.7	Intellectual Property Policy – Part E of the policy applies to students	<a href="https://london.ac.uk/sites/default/files/governance/intellectualpropertypolicy.pdf">https://london.ac.uk/sites/default/files/governance/intellectualpropertypolicy.pdf</a>
1.3.8	Data Protection Policy	<a href="https://london.ac.uk/about-us/how-university-run/policies/data-protection-policy">https://london.ac.uk/about-us/how-university-run/policies/data-protection-policy</a>
1.3.9	Fees Schedule	<a href="https://london.ac.uk/applications/costs-your-course/course-fees">https://london.ac.uk/applications/costs-your-course/course-fees</a>
1.3.10	University of London Refund and Compensation Policy	<a href="https://london.ac.uk/sites/default/files/governance/refund-and-compensation-policy-uolw-2019.pdf">https://london.ac.uk/sites/default/files/governance/refund-and-compensation-policy-uolw-2019.pdf</a>

## BEFORE YOU REGISTER

### 2 APPLICATION

- 2.1 We will only assess your application once you have paid any Application Fee applicable to your Programme.
- 2.2 It is your responsibility to ensure that all of the information which you provide to us is true, accurate, and complete, and that you have not omitted any key information.
- 2.3 If we discover that your application contains incorrect or fraudulent information or if you are found to have omitted key information from your application, we may withdraw or amend any Offer, or act in accordance with the General Regulations. If such information is discovered after you have registered with us or after you graduate, we have the right to terminate your registration without compensating you and/or revoke any subsequent award.

### 3 EVIDENCE OF QUALIFICATIONS

Where we require satisfactory evidence of your qualifications:

- 3.1 Before receiving your Offer, you will be required to provide or facilitate the provision of verified copies of your transcripts and/or certificates. Acceptable means of providing these documents and their verification are set out on the [website](#).
- 3.2 The University randomly samples and audits the authenticity of the documentation provided to us under clause 3.1. We will normally request evidence of your qualifications directly from the awarding body. If we do not receive evidence to our satisfaction, this may prevent us from making you an Offer.

### 4 OFFERS

- 4.1 If you meet the academic requirements and any other applicable requirements for admission upon making your application to us, we will make you an Offer.
- 4.2 If you do not yet meet the requirements for admission upon making your application to us, you will receive an advice letter setting out any outstanding academic and/or other requirements for admission that you will need to satisfy within a timeframe set out in that letter.



- 4.3 Once you notify us that you have satisfied any outstanding requirements and have provided evidence that is acceptable to us, both within the timeframe set out in the advice letter, we will make you an Offer.
- 4.4 If you have not satisfied the outstanding requirements within the timeframe set out in the advice letter, your application and the content of the advice letter will be deemed to have expired, and you will have to reapply.

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## 5 CHANGES TO AN OFFER

- 5.1 We may make changes to the Offer at any time before you accept it. We will inform you as soon as possible and issue an updated Offer.

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## 6 CHANGES TO THE PROGRAMME PRIOR TO REGISTRATION

- 6.1 Due to the period between prospectus publication and your registration, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the Programme or services described in the prospectus. We will use reasonable efforts to ensure that changes are kept to a minimum, but if we are required to make any material changes to your Programme (as described in the Offer and/or prospectus) before you register at the University, we shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change/s will adversely affect you, you may withdraw your application for the Programme or apply to another programme offered by us for which you are qualified. Where you withdraw your application in these circumstances, any Application Fee paid by you will be refunded.
- 6.2 **Cancellation of Programme:** We will use all reasonable efforts to deliver all Programmes described in the prospectus. However, if there are insufficient student numbers either to make a Programme viable or to deliver a quality student experience, we may cancel the Programme. If you have received an offer for any Programme described in the prospectus, but we discontinue the Programme **prior to your registration** with the University, we will notify you as soon as possible and, where possible, we will recommend an alternative University programme for which you are qualified. If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may withdraw your application. Where you withdraw your application in these circumstances, any Application Fee paid by you will be refunded.



## Registering as a student

### 7 ACCEPTANCE OF AN OFFER

- 7.1 If you have met all the academic and/or other requirements for admission and have received an Offer from us, you can accept the Offer by registering with us online by the Registration Deadline.
- 7.2 If you do not register with us online by the Registration Deadline, your Offer will lapse.

### 8 CHANGES TO THE PROGRAMME AFTER REGISTRATION

- 8.1 Once you have registered as a student of the University we will use our reasonable efforts to deliver your Programme as per the terms of the Contract.
- 8.1.1 In circumstances where there is no material disadvantage to you, we reserve the right to make minor variations to the contents or methods of delivery of Programmes from those described in the prospectus. These will be made to improve the quality of the educational services, to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be recorded in the updated Programme information on our website.
- 8.1.2 In circumstances where it is necessary to make a material change to your Programme (likely to have a significant impact on your studies as reasonably determined by us), we will consult with you before final decisions are made and consider your concerns. We will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your Programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund your Programme Fees paid to date.

#### 8.2 Discontinuing a Programme

If we discontinue your Programme because of matters beyond our control and we are unable to complete delivery of the Programme, we will inform you as soon as is reasonably possible. In such circumstances we will endeavor to offer the Programme for a period of up to 5 years from such notification or until the last student has completed their studies, if this is sooner.

If, following such notice, we are unable to offer the Programme for a period of up to 5 years or until the last student has completed their studies, if this is sooner, then we will

use all reasonable efforts to transfer you to a suitable alternative University programme for which you are qualified. If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund Programme Fees paid to date.

### 8.3 Refund and Compensation Policy

We will refund Fees in accordance with the [University of London Refund and Compensation Policy](#).

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## 9 STUDYING ON THE PROGRAMME

### 9.1 We shall:

9.1.1 deliver your Programme with reasonable care and skill and in accordance with the description applied to it in the Programme Specification for the Academic Year; and

9.1.2 clearly set out the academic requirements for the Programme to you.

### 9.2 You shall:

9.2.2 use all efforts to fulfil the academic requirements of your Programme in accordance with the terms of the Contract, including ensuring that all work you submit is entirely your own; and

9.2.3 ensure that you have appropriate access to a computer, internet connection, and any related requirements in line with the technical specifications of your Programme.

9.3 You acknowledge that degrees obtained by online and distance learning are not always recognised by relevant authorities such as ministries of education or regulators, including for the purposes of public sector employment or further study. You recognise that it is solely your responsibility to check the position regarding such recognition in your local context before registering for an online and distance degree, whether or not supported by a Recognised Teaching Centre.

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## 10 FEE PAYMENT AND PAYMENT METHODS

10.1 You agree to pay all fees required for your Programme. These consist of Programme Fees and any applicable charges associated with your study with us. Information in

relation to Programme Fees and how to pay can be found at clause 1.3.9. Fees are only payable in accordance with the Fee Payment Methods.

10.2 The following elements of the Programme Fees, as applicable, are non-transferable within the same Academic Year and cannot be carried forward to subsequent Academic Years:

10.2.1 Registration Fee; and/or

10.2.2 Continuing Registration Fee; and/or

10.2.3 Assessment entry fees

10.3 Any fees payable to external parties, including, where applicable, examination centres, are your sole responsibility.

10.4 You acknowledge that, where applicable and in line with our fees schedules in clause 1.3.9, certain fees are not included in your Programme Fees and are payable to us separately. These include non-refundable fees in respect of a number of optional services.

10.5 Where the University is required to pay local taxes or charges to relevant authorities in connection with your course of study, we will add these charges to your Programme Fees.

10.6 Fees may be refunded in line with the University of London Refund and Compensation Policy.

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## 11 REGISTRATION FEE

11.1 To register for your first Academic Year, you must pay the Registration Fee in accordance with the applicable Fee schedule. Until the Registration Fee is paid in full:

11.1.1 you cannot register with us for your first year of studies; and

11.1.2 we will not release your first year Programme materials to you, including through the Virtual Learning Environment.

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## 12 CONTINUING REGISTRATION FEE

12.1 As part of your obligation to pay any applicable Programme Fees, where you are required to pay a Continuing Registration Fee as indicated in the relevant Programme fee

schedule, you must do this annually when requested for each subsequent year of your studies after the first Academic Year.

12.2 Until the Continuing Registration Fee is paid in full:

12.2.1 you cannot re-register with us;

12.2.2 we will not release the relevant Programme materials to you, including through the Virtual Learning Environment; and

12.2.3 you will not be able to enter any assessments for the Academic Year;

12.3 Where no Continuing Registration Fee is payable, you may still be required to re-register with us for each subsequent year of your studies after the first Academic Year. Until you re-register, we will not release the relevant Programme materials to you, including through the Virtual Learning Environment.

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## 13 PAYMENT OF FEES BY A THIRD PARTY

13.1 If a third party is paying all or part of your fees on your behalf, you will remain liable for the payment of those fees in all respects, including (without limitation) the consequences of non-payment, late payment or failed payment by the third party.

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## 14 NON-PAYMENT OF FEES

14.1 Until all outstanding Programme Fees are paid to us, we reserve the right at any time during the Academic Year to suspend or withhold all education-related services and facilities (including assessment entry, Virtual Learning Environment services, and provision of student support).

14.2 Before exercising our rights under clause 14.1, we will give you reasonable notice of our intentions.

14.3 If you are in debt to us for Programme Fees, you may not be allowed to sit your examinations and we reserve the right not to allow you to register for the next Academic Year or next Study Session.

14.4 If you are in the final year of your Programme, we will not release your certificate, or a letter of confirmation of award, until all outstanding Programme Fees are paid. In order to attend the Graduation ceremony your Programme Fees must be paid in full.

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## 15 UNIVERSITY OF LONDON RECOGNISED TEACHING CENTRES

- 15.1 If your Programme requires you to attend classes at a University of London Recognised Teaching Centre, you will have to pay fees directly to that Recognised Teaching Centre, which may include an additional application fee, tuition fees and other costs for use of their facilities. These fees are in addition to any fees payable to the University. This clause 15.1 also applies if you choose to attend classes at a University of London Recognised Teaching Centre or an independent teaching centre. Your relationship with either a Recognised Teaching Centre or an independent teaching centre will be governed by other terms which fall outside of this Contract.

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## 16 YOUR RIGHT TO CANCEL

- 16.1 As you are entering into this Contract remotely (i.e. there has been no face-to-face contact between us and you at the time you register with us) you may cancel this Contract by the later of (a) 14 days after the date when you pay your Registration Fee or (b) 14 days after the date you are first given access to Programme materials on the Virtual Learning Environment ("**the Cancellation Period**").
- 16.2 To cancel the Contract within the Cancellation Period, you must clearly inform us of your decision to cancel through the portal, <https://my.london.ac.uk>. The date we receive your notice is the Cancellation Date.
- 16.3 If you have made any payment, or any payment has been made on your behalf under this Contract before the Cancellation Date, excluding payment of the Application Fee, then we will provide you with a full refund as soon as reasonably possible but in any event:
- (a) within 14 days of the Cancellation Date; or
  - (b) within 14 days of the University receiving returned physical materials or receiving satisfactory evidence that the materials have been returned, whichever is earlier.
- 16.4 Where you have received any physical materials, you will have to bear the direct cost of returning these to us in case of cancellation. Where you have received any licensed digital materials, these should not be accessed without specific instruction from your programme director. If you fail to return the physical materials to us, or access the licensed digital materials without specific instruction, we will deduct the cost of the physical materials or the licensed digital materials, as applicable, from the monies you have paid to us, prior to making the refund.

- 16.5 We may make a deduction from the refund for loss in value of any materials supplied, if the loss is the result of unnecessary handling by you.

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## 17 COMPLAINTS PROCEDURES

- 17.1 You should follow the [University of London Procedure for Student Complaints and Academic Appeals](#) if:
- 17.1.1 You wish to submit a complaint against us;
  - 17.1.2 You wish to submit an appeal against the application of University regulations; and/or
  - 17.1.3 You wish to submit an academic appeal.
- 17.2 You cannot submit an appeal against the result of an assessment on academic grounds. The grounds under which an academic appeal may be submitted are detailed in the [University of London Procedure for Student Complaints and Academic Appeals](#).

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## 18 DISCIPLINARY OFFENCES

- 18.1 In instances of misconduct by you, we may take disciplinary action against you under the University of London Ordinance 17: Code of Student Discipline at clause 1.3.6 above. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from the Programme. As a consequence, you may not be entitled to any refund.

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## 19 INTELLECTUAL PROPERTY

- 19.1 You will comply with our Intellectual Property Policy throughout the Programme.

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## 20 DATA PROTECTION

- 20.1 Your application data will form part of your student record. By entering into the Contract with us, you are agreeing to us holding and processing your personal data including some special category personal data. We will process your personal data in accordance with Data Protection legislation, our Data Protection Policy, and our Student Privacy Notice.
- 20.2 You agree that our Data Protection Policy and Student Privacy Notice, which can be found [here](#), apply to your application and throughout your registration with us.

## 21 GENERAL

- 21.1 In the event that the provisions of these Terms and Conditions conflict with the provisions of any of the documents listed in the table at clause 1.3, the provisions of these Terms and Conditions shall prevail.
- 21.2 Each of the clauses in these Terms and Conditions operates separately. If a clause is declared unlawful, the remaining clauses will remain in full force and effect.
- 21.3 The Contract constitutes the entire agreement between you and us. All previous agreements, arrangements and understandings between you and us relating to your admission on to a Programme, whether written or oral, shall have no legal effect unless expressly set out in the Contract.
- 21.4 Where a party fails to enforce its rights under this agreement, or delays in doing so, that will not mean that such party has waived its rights. Where we waive a default by you, this will only be valid when confirmed in writing, and will not apply to any subsequent default by you.
- 21.5 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.
- 21.6 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with English law.
- 21.7 We and you agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in relation to the Contract.

**Note:** It is important to read and understand the Terms and Conditions before proceeding.

I have read the above Terms and Conditions. I accept the above Terms and Conditions and agree to be bound by them. ☐