#### UNIVERSITY COLLEGE LONDON

## Introduction

It is important that you read this document carefully before accepting an offer as it forms the basis of the relationship between you and UCL. It sets out the various rights and responsibilities that both you and UCL have in relation to your study at UCL. You should be aware that your acceptance of an offer to study at UCL signifies your agreement to enter into a contractual relationship with UCL on these Terms.

We refer to this document as the **Terms**, to reflect the fact that it sets out the "terms and conditions" that apply to the relationship between you and UCL. The words **UCL**, **we** or **our**, refer to University College London. The words **you** or **your**, refer to you in each case as an applicant for study at UCL and as a student of UCL if your place has been confirmed. The Terms apply to the provision of online programmes by UCL to you as further described below. These Terms are separated out into five core sections:

Part 1 – Accepting an offer from UCL

Part 1 describes how offers are made and accepted and provides information on how you may cancel your contract with UCL

Part 2 - What you can expect from UCL

Part 2 describes what UCL is committing to do. It on and access to its facilities, creating a positive university environment, and making provision for you to raise questions or concerns about any aspect of your time at UCL

We specifically draw to your attention to the make changes (including changes to the Programme) and your rights in respect of each type of change as more fully described in section 4 of this Part.

Part 3 – Your rights and what UCL can expect from you

Part 3 describes your rights and responsibilities. This includes details of how complaints can be raised. It also deals with issues regarding the conduct of students in an academic context and more generally.

Part 4 - Important legal information

This sets out various information in relation to your and U legal rights and responsibilities. This includes

Part 5 - UCL's Student Regulations and Policies

You will need to be aware of and comply with the various UCL procedures and regulations that apply to your **Student Regulations and** 

**Policies.** You should be aware that the Student Regulations and Policies may be amended from time to time by UCL. The Terms also refer in places to specific Student Regulations and Policies (e.g. academic regulations, data protection policies), details of which can be found in this Part.

**UCL Third Party Partner** 

Where UCL has entered into a partnership with a third party in order to provide you with access to the Programme Third Party Partner , we will notify you and Appendix 4 of these Terms will

how this is shared, including with Third Party Partner, please read through the privacy notice referenced in section 8.

Our aim is to make this document accessible and user friendly for everyone. If you have any questions about these Terms (either before you accept an offer of a place or whilst you are a student), please get in touch with us. A useful list of contacts is set out in the <u>Annex – Useful Contacts</u>, to help you find the right person at UCL.

### PART 1 – ACCEPTING AN OFFER FROM UCL

### 1 Accepting an Offer from UCL

- 1.1 If UCL wishes to make you an offer of a place to study (an **Offer**) on an online degree programme or other online programme or online course of study at UCL (a **Programme**), the terms of that Offer will be communicated to you. This will usually be done through the applicant portal.
- 1.2 In order to accept an Offer, you must communicate that acceptance to UCL (Acceptance). The way that this is done will depend on how the Offer has been communicated to you. Typically Acceptance can be communicated through the applicant portal or by written confirmation of Acceptance. Once you Accept an Offer, a legally binding contract will come into existence between you and UCL on these Terms for the provision of education services (Contract). If you do not accept an offer within the time period specified, it will lapse and will not be available for acceptance.
- 1.3 If you Accept an Offer to study at UCL, the requirements applicable to enrolment specified in Appendix 1 will apply and these requirements will apply for the duration of your Programme.
- 1.4 Unless and until you have satisfied the conditions described in section 1.3 (or we have specifically waived one or all of the conditions in writing to you), UCL will not be obliged to perform its obligations under the Contract as set out in **Part 2 What you can expect from UCL** and you will not be entitled to take up your place on the Programme.
- 1.5 Applicants to UCL should be aware that any Offer that we make can be withdrawn or amended, by giving you written notice, at any time prior to you accepting the Offer and communicating your acceptance to us.

## 2 Cancelling your Contract

- 2.1 As you have entered into the Contract "at a distance" (i.e. without you physically attending UCL to create the contract), you have a legal right to change your mind within a cancellation period of fourteen (14) days from Acceptance. These rights arise under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.2 If there are less than fourteen (14) days from the date on which the Contract comes into existence and the date on which we are due to start providing the services, your Acceptance amounts to a specific instruction for us to commence providing the services during the cancellation period. You will, though, still have a right to cancel the services during the cancellation period.
- 2.3 If you cancel the Contract under this section 2, you are entitled to a refund of any Fees that you have actually paid prior to giving us notice of cancellation. In the rare circumstances where we have commenced providing the services to you during the cancellation period, we reserve the right to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the 0.00 oul bome esera TJET 00.000

This is where UCL cancels your Programme in its entirety for your intake. This may include: (i) where the Programme Director is no longer available or there are otherwise insufficient staff to deliver the Programme; (ii) where the intake is not enough to sustain the Programme for the cohort;

- 6 Complaints
- 6.1 UCL has an established Student Complaints Procedure https://www.ucl.ac.uk/srs/academic-manual/c1/complaints

- 7.8 You should be aware that there may be other costs associated with your study at UCL that are your responsibility, and which are not covered by the Fees or otherwise by these Terms. For example, you may purchase books and/or other materials in connection with your Programme (including internet access and specific hardware and software requirements) or incur printing and photocopying charges; you may be required to make payments connected with your graduation ceremony.
- 7.9 You should be aware that you may also incur fines if you do not comply with certain aspects of the Student Regulations and Policies (including for example for late return of library materials or causing damage).
- 7.10 You are responsible for ensuring your Fees and any other fees, charges or floa(sht)@@realthy@core)did=yourself. (0q9(i)4(r000008) in connection with your studies are paid in a prompt and timely fashion.
- 7.11 Where a third party is responsible for payments on your behalf, you will remain responsible for payment by that third party and so must ensure that they pay in a prompt and timely fashion.
- 7.12 If any Fees remain outstanding after the due date for payment, UCL reserves the right to do any or all of the following:

## Part 4 – Important legal information

# 8 Data protection

- 8.1 UCL is committed to protecting and respecting your privacy and personal data.
- 8.2 Please carefully read through UCL's Online Programmes Student Privacy Notice (available at: https://www.mgmt.ucl.ac.uk/ucl-mba-student-privacy-policy) which supplements UCL's Student and General Privacy Notices (available at: www.ucl.ac.uk/legal-services/privacy). The privacy notice explains

# Part 5 - Student Regulations and Policies

- UCL's Student Regulations and Policies
- 13.1 Details of all of UCL's Student Regulations and Policies can be found in the UCL Academic Manual (http://www.ucl.ac.uk/srs/academic-

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## Appendix 2 – Surprising Terms

#### 1. Student withdrawal

Without limiting any right of UCL under these terms and conditions or any policy, examples of some circumstances in which UCL may require that a student withdraw from a Programme include:

- (a) Proven assessment irregularity; Plagiarism (https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-9-student-academic-misconduct-procedure)
- (b) III Health affecting your ability to engage with the Programme, or where this would put others at risk (https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-3-fitness-study-procedure)
  - Proven Disciplinary Offences (https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-8-disciplinary-code-and-procedure-respect)
- (d) Fraudulent Admissions Information (https://www.ucl.ac.uk/academic-manual/chapters/chapter-1-student-recruitment-and-admissions/section-3-admissions-and-selection)
- (e) Proven Fitness to Practise issues (https://www.ucl.ac.uk/ioe/student-helpdesk/programme-services/initial-teacher-education-resources and https://www.ucl.ac.uk/school-life-medical-sciences/study/fitness-practise)

#### 2. Departmental requirements

Academic departments may have their own conventions and there may be elements of specific courses of study which must be passed at the first attempt. Students are advised to check with departments to determine if any such requirements pertain to their course of study.

#### 3. Complaints that won't be considered by UCL

(a) Admissions decisions

Unsuccessful applicants may complain about an admissions decision only if they believe that the service provided through the admissions process has not met the appropriate standard or if they believe that a procedural irregularity has affected the decision.

(b) Academic judgement

UCL will not consider complaints that challenge academic judgement where due process has been observed.

#### 4. Professional placements as part of programme

If a placement is withdrawn and it is not possible to secure a further placement, students may be subject to a Professional Practice Panel to consider whether this element of the Programme has been failed. (https://www.ucl.ac.uk/ioe/student-helpdesk/programme-services/initial-teacher-education)

### 5. Tuition fee deposits

For some postgraduate Programmes UCL requires that applicants pay a deposit to secure their place on the Programme. That deposit is only refundable in certain circumstances. Further information about Tuition Fee Deposits can be found on your programme specific website.

# Appendix 3 – Useful Contacts

We recommend you bookmark (or print) this section for future reference. Updates will be made to this information as required.

Student Records	Student Records, Student and Registry Services, UCL, Floor 9, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	studentrecords@ucl.ac.uk	020 3108 8292
Research Degrees	Research Degrees, Student and Registry Services, UCL, Floor 9, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	researchdegrees@ucl.ac.uk	020 3108 8293
Student Fees	Student Fees and Credit Control, UCL, Floor 7, 1-19 Torrington Place, London, WC1E 7HB	Student Centre 2, Ground Floor, Chadwick Building, UCL, Gower Street, WC1E 6BT	fees@ucl.ac.uk	020 3108 7284
Student Funding	Student Funding, UCL, Floor 7, 1-19 Torrington Place, London, WC1E 7HB	Student Centre, Ground Floor, Chadwick Building, Gower Street, WC1E 6BT	studentfunding@ucl.ac.uk	020 7679 0004
UCL Student Mediator	Room G14, Ground Floor, Andrew Huxley Building, UCL, Gower Street WC1E 6BT	Room G14, Ground Floor, Andrew Huxley Building, UCL, Gower Street WC1E 6BT	studentmediator@ucl.ac.uk	020 3108 5040
UCL Union Rights and Advice	UCLU Rights & Advice Centre, First Floor, UCL Bloomsbury Building, 15 Gordon Street, London, WC1H 0AY	UCLU Rights & Advice Centre, First Floor, UCL Bloomsbury Building, 15 Gordon Street, London, WC1H 0AY	uclu-rights.advice@ucl.ac.uk	020 7679 2998

# Appendix 4 – UCL Third Party Partner

### 1 Definitions

For the purposes of this Appendix 4, the following definitions shall apply:

- 1.1 "2U Inc." means 2U, Inc., a company registered in Maryland, USA and having its registered office address at 7900 Harkins Road, Lanham, MD 20706;
- 1.2 **"2U Group**"

6.1 If you wish to contact 2U Group regarding

- o any of Your Content that the University and/or 2U may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable;
- o any of Your Content that would constitute, encourage, or provide instructions for a criminal offence or violate the rights of any party, or that would otherwise create liability or violate any local, national, or international law;
- o any advertising or promotional materials or any other materials with a commercial purpose, unrelated to your participation in the Program;

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The various provisions of these Terms of Use and the <u>Privacy Policy</u> are separate and independent and, should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect.

Last updated on 5 February 2019