

Terms and Conditions for University College London Summer School 2023

Introduction

This document applies to applications for and study on the University College London (UCL) Summer School 2023 (Programme), and the provision by UCL of the Programme.

The Programme is provided by University College London, a body corporate established by Royal Charter in England and Wales with registration number RC000631 and a principal place of business at Gower Street, London, WC1E 6BT. The VAT Registration for UCL is: GB 524 3711 68. Additional contact details for UCL, including the UCL Summer School Office (Summer School Office), are set out at Annex 1 – Useful Contacts.

It is important that you read this document carefully before accepting an offer for a place on the Programme 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 on the Programme at UCL. You should be aware that your acceptance of an offer to study on the Programme at UCL signifies your agreement to enter into a contractual relationship with UCL on these Terms. YOUR ATTENTION IS DRAWN IN PARTICULAR TO SECTION 3, SECTION 4 PARAGRAPH 4.2.3, AND SECTIONS 7, 10, 11 and 12.

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 on the Programme at UCL and as a summer school student of UCL if your place on the Programme has been confirmed. These Terms are separated out into five core parts:

Part 1 – Applications, accepting an offer from UCL and Programme modules

Part 1 describes how applications are made, how offers are made and accepted and the selection, offer and availability of Programme modules. This Part also sets out information on changes to the Programme and Programme modules.

Part 2 – What you can expect from UCL

Part 2 describes what UCL is committing to do. It includes details of UCL’s provision of your tuition 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.

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 summer school students in an academic context and more generally, and sets out your payment obligations.

Part 4 – Important legal information

This sets out various information in relation to your and UCL’s legal rights and responsibilities. This includes important terms relating to UCL’s liability and its use of your data.

Part 5 - UCL's Student Regulations

You will need to be aware of and comply with the various UCL procedures, policies and regulations that apply to your application to and/or your study at UCL. These are referred to collectively as UCL's **Student Regulations**. You should be aware that the Student Regulations may be amended from time to time by UCL. The Terms also refer in places to specific Student Regulations (e.g. data protection policies), links to which can be found in this part.

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 summer school student), please get in touch with us. A useful list of contacts is set out at Annex 1 – Useful Contacts, to help you find the right person at UCL.

PART 1 – APPLICATIONS, ACCEPTING AN OFFER FROM UCL AND PROGRAMME MODULES

1 Applications and Accepting an Offer from UCL

- 1.1 Applications for a place to study on the Programme must be made online at <https://resources.clie.ucl.ac.uk/application-form/public/register?courseID=505> using the online application form. The Programme is divided into two sessions, each spanning three weeks (each a **Programme Session**). Applicants may choose to apply to attend either Programme Session, or both.
- 1.2 Decisions as to admission on to the Programme are made by UCL at its sole discretion, in accordance with published admissions criteria and subject to availability. UCL will notify you of its decision as to admission by email to the email address you give in your application form. The admissions criteria for the Programme are set out at <https://www.ucl.ac.uk/prospective-students/summer-school/entry-requirements>
- 1.3 Applicants for the Programme must pay an application fee of £60 (sixty pounds sterling) when submitting an application (**Application Fee**). Payment of the Application Fee must be made online on the UCL Online Store. Instructions for payment of the Application Fee are provided as part of the online application process. There is no Application Fee for application forms received by UCL before Wednesday 1 March 2023. Please note that the Application Fee will only be refunded in the circumstances set out in paragraphs 3.4, 3.7, 3.10 and 8.2.
- 1.4 If UCL wishes to make you an offer of a place to study on the Programme (an **Offer**), the terms of that Offer will be communicated to you by email to the email address you give in your application form.
- 1.5 In order to accept an Offer, you must communicate that acceptance to UCL (**Acceptance**), by following the procedure for Acceptance outlined in the Offer.
- 1.6 Once you Accept an Offer pursuant to paragraph 1.5, a legally binding contract will come into existence between you and UCL on these Terms for the provision of education services (**Contract**).
- 1.7 Your Offer and/or right to enrol and/or participate on the Programme is conditional on the following conditions being met:
 - 1.7.1 any conditions specified in the Offer communicated to you;
 - 1.7.2 you must continue to meet the admissions criteria and there must be no change in your circumstances which would make it inappropriate for you to participate in the Programme or to be enrolled at UCL. Such a change in circumstances would include anything that would entitle UCL to i) withdraw you from the Programme in accordance with these Terms or ii) discipline you, if you had been (at the time) a UCL summer school student;
 - 1.7.3 you must comply with UCL's processes and procedures for providing original evidence (translated into English if applicable) of the qualifications that entitle you to be registered for the Programme. Any photocopies must be authenticated by the awarding body. Details of the necessary procedures will be provided shortly before enrolment. You will not be permitted to enrol unless and until such documentation has been received;

- 1.7.4 you must have a good command of English to the standard acceptable to UCL, as set out at <https://www.ucl.ac.uk/prospective-students/summer-school/entry-requirements>
Please note, any extra expense incurred in doing so will be your responsibility;
- 1.7.5 you must not have any unspent criminal conviction(s) (subject to the 1974 Rehabilitation of Offenders Act) that UCL deems would make it unsuitable for you to be admitted to the Programme. For these purposes a criminal offence excludes motoring offences for which a fine and/or up to three penalty points on a driving licence were imposed. You must inform UCL of any criminal conviction(s) at any time;
- 1.7.6 you must have not made any false statement or omitted significant information on your application for the Programme; and
- 1.7.7 you must register and enrol at UCL in accordance with UCL's instructions and by the date notified to you. If you do not register and/or enrol as required, UCL may refuse to register and/or enrol you or charge you a late registration or enrolment fee.
- 1.8 Unless and until you have satisfied the conditions described in paragraph 1.7 (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, or if you have already taken up your place on the Programme, UCL shall have the right to withdraw that place and end your attendance on the Programme.
- 1.9 Applicants to UCL should be aware that:
- 1.9.1 If you make an application to study on the Programme at UCL, you are not guaranteed a place or an offer of a place to study on the Programme or to study any particular Programme module at UCL.
- 1.9.2 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.
- 1.10 **The deadline for receipt by UCL of applications to study on the Programme is different depending on which Programme Session you wish to apply to study on. The first Programme Session takes place from 26 June to 14 July 2023. The second Programme Session takes place from 17 July to 4 August 2023. The last date for receipt by UCL of applications to study on the Programme is:**
- 1.10.1 **Wednesday 31 May 2023 for applications to study only on the first Programme Session;**
- 1.10.2 **Wednesday 31 May 2023 for applications to study on both the first and second Programme Sessions;**
- 1.10.3 **Wednesday 21 June 2023 for applications to study only on the second Programme Session.**
Applications received after these dates will only be considered subject to availability of places on the Programme.
- 1.11 An Offer will include details on payment of Tuition Fees to UCL. Tuition Fees will be payable online at the UCL Online Store. The ability of a successful applicant who has Accepted an Offer to enrol on to the Programme is subject to their payment in full of the Tuition Fees. Information on the Tuition Fees is provided at section 7 of **Part 3 – Your Rights and what UCL can expect from you**.
- 1.12 **If UCL has made an Offer to you, then in order to reserve a place on the Programme, you must Accept the Offer and pay the Tuition Fees to UCL within 30 (thirty) days from the date on which the Offer is made to you, or by:**
- 1.12.1 **Wednesday 14 June 2023 if the Offer is for a place to study only on the first Programme Session;**
- 1.12.2 **Wednesday 14 June 2023 if the Offer is for a place to study on both the first and second Programme Sessions;**
- 1.12.3 **Wednesday 5 July 2023 if the Offer is for a place to study only on the second Programme Session,**
whichever in each case is earlier.

- 1.13 If you have not Accepted your Offer and paid the Tuition Fees to UCL within the timescales set out at paragraph 1.12, UCL will have the right to withdraw your Offer.
- 1.14 Once you have Accepted an Offer and paid the Tuition Fees, a place will be reserved for you on the Programme. However, please note that your Acceptance of an Offer or payment of Tuition Fees does not guarantee your participation on a specific Programme module. Information on the selection, offer and availability of Programme modules, and your rights to cancel your place on the Programme in the event of the unavailability of Programme modules, is set out at section 2 of this Part 1 below.
- 1.15 Whether or not an applicant needs a visa to study on the Programme depends on their nationality. If a visa is required, responsibility for obtaining the required visa rests with the applicant.

2 Programme modules

- 2.1 In your application to study on the Programme you will be asked to select a preferred Programme module (**Preferred Module**) and an alternative Programme module (**Alternative Module**) for each Programme Session you are applying for. **Each summer school student enrolled on the Programme will study on one Programme module in each Programme Session that they have successfully applied for.**
- 2.2 Confirmation of Programme module(s) (Module Confirmation) will take place as follows:
 - 2.2.1 If you have received an Offer dated before 12 May 2023, and you have Accepted the Offer and paid the Tuition Fees before 12 May 2023, then UCL will inform you of the specific Programme module(s) that you will be studying on as soon as possible and not later than 12 May 2023.
 - 2.2.2 If you receive an Offer dated on or after 12 May 2023, then you will be informed of the Programme module(s) that you will be studying on in that Offer.

The timing of providing you with Module Confirmation will depend upon a number of factors, including the number of other applications for the Programme module(s) you have selected and the timing of those applications.
- 2.3 There are certain reasons why UCL may not be able to provide you with a place on your selected Preferred Module or Alternative Module irrespective of whether UCL has provided you with a Module Confirmation, including where:
 - 2.3.1 UCL has had to cancel or postpone such modules; or
 - 2.3.2 Minimum enrolment levels for the Programme modules have not been met or maximum enrolment levels have been exceeded.
- 2.4 Programme modules are subject to both minimum and maximum student enrolment levels. UCL may be unable to offer you a place on a Programme module where the number of enrolments for that module is below the minimum levels, or the maximum student enrolment number has been reached. Places on Programme modules are offered to those applicants who have Accepted an Offer and paid the Tuition Fees to UCL on a first come first serve basis.

3 UCL's Ability to make Changes

- 3.1 Although we may provide you with a Module Confirmation, we cannot promise or guarantee that the Programme modules will run as stated on the Programme Website or at all. Where we consider it to be reasonable and where it is needed, we may need to make changes to the Programme and Programme modules. This may include changes to the timetable, location, teaching staff allocation, number of classes, method of delivery (including any change from face-to-face delivery to remote delivery where necessary), content, assessment, syllabus and/or module availability.
 - 3.1 The changes that UCL may need to make, not including where section 12 (Events Outside UCL's Control) applies, are categorised as follows:
 - 3.1.1 **Programme Cancellation**

This is where UCL cancels your Programme in its entirety for your intake.
 - 3.1.2 **Material Changes**

These are changes that are classified as either major or moderate amendments to the Programme (or modules of the Programme) in the Chapter 7 of UCL's Academic Manual:

<https://www.ucl.ac.uk/academic-manual/chapters/chapter-7-programme-and-module-approval-and-amendment-framework>. Examples of the types of changes include changes to a substantial part (at least a third) of the Programme's intended learning outcomes, the level or award or title of the Programme, the credit value of the Programme, location or mode of study.

3.1.3 Minor Changes

These are any changes that are classified as minor changes in the Academic Manual and could include changes to weighting of assessment, methods and criteria of assessment, balance of learning activities or changes to module titles.

- 3.2 We will communicate any such changes to you in a timely manner.
- 3.3 In the event of Programme Cancellation or the Programme modules that you have applied for are not available for any reason, you shall have the option to liaise with the Summer School Office to try and find another UCL programme, Programme module or modules (as applicable) which may be of interest to you, or receive a refund as expressly provided by these Terms.
- 3.4 In relation to each Programme Session you have applied for, if:
 - 3.4.1 both your Preferred Module and Alternative Module are cancelled or postponed; or
 - 3.4.2 UCL is unable to provide you with a place on your Preferred Module or Alternative Module for that Programme Session for any reason,

then you may end your relationship with UCL in respect of the relevant Programme Session by giving notice in writing to UCL and you will be entitled to a refund of the Tuition Fees paid to UCL in relation to the Programme for that Programme Session. You will also be entitled to a refund of any Application Fee paid to UCL, unless you have applied for both Programme Sessions and you will still be studying on one of the Sessions.
- 3.5 If you have applied for the same Programme module in both Programme Sessions, and only this module and none of the other modules you have applied for is available to take in both Programme Sessions, then you shall have the right to end your relationship with UCL in respect of one of the Programme Sessions by giving notice in writing to UCL and you will be entitled to receive a refund of the Tuition Fees paid to UCL in relation to that Programme Session.
- 3.6 Where UCL intends to make any Material Change, we will consult with you before final decisions are taken and listen to your concerns. We will take into account the concerns of individual students and assess these against the needs of the wider summer school student body. If you do not agree to the proposed Material Change, you may end your Contract and relationship with UCL by giving notice in writing to UCL pursuant to paragraph 3.7.
- 3.7 If UCL makes a Material Change, then you may end your relationship with UCL in respect of the relevant Programme Session by giving notice in writing to UCL and you will be entitled to a refund of the Tuition Fees paid to UCL in relation to that Programme Session. You will also be entitled to a refund of any Application Fee paid to UCL, unless you have applied for both Programme Sessions and you will still be studying on one of the Sessions.
- 3.8 If UCL intends to make any Minor Changes, we will notify you of the Minor Change and, where reasonably possible, will do so in advance of the change.

- 3.9 Information on cancellations for other reasons and refunds is set out at section 8 of **Part 3 – Your rights and what UCL can expect from you.**
- 3.10 The current intention is that all Programme modules will be taught in person on the UCL campus in London. However, in the event that UK government guidance relating to Covid-19 changes and UCL determines that it is no longer considered safe to teach in person, Programme modules will be taught online where possible. Under these circumstances, you will be offered the opportunity to study your Programme modules online where possible, or you may end your relationship with UCL. If you end your relationship with UCL under this paragraph 3.10, then you will be entitled to a full refund of the Tuition Fees and any Application Fee that you have paid to UCL. In the event that Programme modules cannot be delivered in person in these circumstances, UCL will not be responsible for travel, accommodation or other similar costs that you have incurred.
- 3.11 You are solely responsible for determining whether the Programme and any Programme module(s) are sufficient to meet your needs. UCL makes no representation that the Programme or any of the Programme modules will be recognised and/or awarded credit to by any other institution. Your home institution will decide how much credit, if any, they will award for your Programme module(s). UCL does not award credit for any Programme module(s) completed by UCL students who are separately enrolled on a UCL undergraduate or graduate degree programme.

PART 2 – WHAT YOU CAN EXPECT FROM UCL

4 UCL’s provision of education and related services

4.1 UCL commits to:

- 4.1.1 **Provide you with tuition and learning support connected with the Programme, with reasonable care and skill.**

More detailed information about the different aspects of the Programme (including current expectations in relation to modules and assessment method(s)) is provided on the Programme website at www.ucl.ac.uk/summerschool (**Programme Website**). Please note that we may make changes to the material on the Programme Website at any time without notice.

- 4.1.2 **Make available reasonably appropriate infrastructure and facilities to support your learning, although there are limitations contained in paragraph 4.2.**

This includes your use of teaching and learning space, UCL’s libraries and IT facilities in accordance with the Student Regulations.

- 4.1.3 **Seek to provide a learning, working and social environment in which the rights and dignity of all its students and staff are respected, which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying.**

This commitment means that UCL will work to provide an environment where its students are able to study or work free from discrimination, prejudice, intimidation and all forms of harassment or bullying. Where this does not happen, UCL is committed to responding to student concerns and complaints.

- 4.1.4 **Provide you with ready online access to the Student Regulations, and ensure that these are maintained and kept up-to-date.**

It is important that you are aware of and can access our Student Regulations. If you have any questions about them, let us know.

4.1.5 **Provide eligible summer school students with a UCL transcript.** If you have successfully fulfilled the requirements for your Programme module(s) and have complied with these Terms (including the Student Regulations), you will be provided with a UCL transcript containing a record of your Programme academic results. You are responsible for meeting the requirements of a Programme module, such as submitting work and participating in tests and assessments. Failure to meet the requirements may result in you not completing the Programme module(s).

- 4.2 **Online Provision.** Where Programmes are delivered by or on behalf of UCL partly or completely through facilities, platforms and/or materials made available over the internet (**Online Provision**):
- 4.2.1 You acknowledge that the Online Provision may be subject to limitations, delays and other problems inherent in the use of communications networks and facilities, including the internet;
- 4.2.2 UCL does not promise or guarantee that your access to and use of the Online Provision will be i) uninterrupted or error-free, or ii) free from technical vulnerabilities that could impact on confidentiality, integrity, or availability; and
- 4.2.3 **UCL is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.**
- 4.3 UCL's commitments under this section 4 apply in respect of UCL summer school students registered on the Programme who have enrolled, and the commitments are subject to the remainder of these Terms and the Student Regulations. For example, UCL may be entitled to suspend performance of these commitments if summer school students are subject to disciplinary action.
- 4.4 UCL acknowledges that there are certain terms and regulations that might be considered by some summer school students to be surprising. While what is considered to be surprising will vary from person to person, Annex 3 sets out some terms that UCL believes may be considered surprising.

Part 3 – YOUR RIGHTS AND WHAT UCL CAN EXPECT FROM YOU

5 Your responsibilities as a UCL summer school student

- 5.1 By accepting an Offer to study on the Programme at UCL, you commit to:
- 5.1.1 **Follow UCL's instructions and process for pre-enrolment/registration and enrolment**
Once the conditions for taking your place on the Programme have been met, you will need to do this before you can participate on the Programme.
- 5.1.2 **Pay your Tuition Fees and any other fees that are payable to UCL on time**
Details of when fees become payable and how payments are made can be found in section 7 of this **Part 3**, below.
- 5.1.3 **Comply with UCL's Student Regulations**
There are a number of different Student Regulations that are relevant to your study on the Programme. Links to the most important of these are provided at **Part 5 – UCL's Student Regulations** (together with details of how to access all other Student Regulations).
- 5.1.4 **Provide UCL with information about you and your academic progress**
You will need to provide information to UCL about you and your satisfaction of any conditions related to your commencing and/or continuing study, and ensure that such information is true and accurate in all respects. Once you are a summer school student on the Programme at UCL you will need to ensure you keep UCL up-to-date with your personal details and respond to other reasonable requests for information from UCL.
- 5.2 In relation to Online Provision, you commit (without limiting any obligations contained in Student Regulations):
- 5.2.1 to ensure that you have the necessary internet access, network and systems to access and use the Online Provision;
- 5.2.2 not to access, store, distribute or transmit any computer viruses, or any material during the course of your use of the Online Provision that:

- 5.2.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 5.2.2.2 facilitates illegal activity;
- 5.2.2.3 depicts sexually explicit images;
- 5.2.2.4 promotes unlawful violence;
- 5.2.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 5.2.2.6 is otherwise illegal or causes damage or injury to any person or property; and UCL reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this paragraph.
- 5.2.3 to only access and use the Online Provision for the purposes of undertaking the Programme;
- 5.2.4 not to attempt to obtain for third parties, or assist third parties in obtaining, access to the Online Provision;
- 5.2.5 not to use the Online Provision to provide services to third parties or make the Online Provision available to any third party; or
- 5.2.6 not to introduce or permit the introduction of, any computer virus into UCL's network and information systems.
- 5.3 You have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling UCL to discharge its legal duties with regard to health and safety, including implementation of the relevant UCL policies. It is a condition of registration for summer school students that they also co-operate with UCL in this respect.
- 5.4 If you are only studying in the United Kingdom for 6 months or less and you have a standard visitor visa for study, you will need to obtain private medical insurance as you will be liable for any NHS health services that you use. If you already have medical insurance in your home country, check whether you can extend it to cover your stay in the United Kingdom, as well as looking at options available from United Kingdom insurers.
- 5.5 A separate Code of Conduct has been produced by the UCL Students' Union and outlines the expected behaviour of UCL students during their time at UCL.

6 Complaints

- 6.1 UCL has an established Student Complaints Procedure (a link to which can be found at **Part 5 – UCL's Student Regulations**), which you should use for dealing with both academic and non-academic complaints that you wish to make. You should only submit a formal complaint using the Student Complaints Procedure if informal discussion (where that is appropriate) fails to resolve the matter satisfactorily and where there appear to be genuine grounds for making a complaint. You should be aware that there is a separate Policy on Harassment and Bullying (a link to which can be found at **Part 5 – UCL's Student Regulations**).
- 6.2 The Office of the Independent Adjudicator (OIA) for Higher Education was designated as the student complaints scheme under the Higher Education Act 2004 and was established formally with effect from 1 January 2005. If you have a complaint and have exhausted all of UCL's internal procedures under the Student Complaints Procedure, you may be entitled to take your complaint to the OIA (subject to meeting the OIA's criteria for accepting complaints). Further details are available from the OIA website - <http://www.oiahe.org.uk/>.
- 6.3 The Advice Service, which is based in the UCL Students' Union, is a central point of information that can be helpful on all aspects of concern to students, including financial, welfare and academic matters.

7 Payment of Fees

- 7.1 In advance of the start of the Programme, you will be required to pay to UCL the fees that are directly related to us providing you with tuition and learning support connected to the Programme (**Tuition Fees**). Tuition Fees enable UCL to deliver the Programme to you.
- 7.2 **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 Tuition Fees or otherwise by these Terms. For example, you may purchase books and/or other materials in connection with the Programme or incur printing and photocopying charges; you may be renting accommodation; you may incur travel costs. In particular, some Programme modules may include compulsory excursions and/or events that take place outside the UCL campus. The travel costs for such excursions and events are not covered by the Tuition Fees and will be your responsibility. If you have any questions in this regard, please contact the Summer School Office.**
- 7.3 The Tuition Fees for the Programme are set out at <https://www.ucl.ac.uk/prospective-students/summer-school/fees>. This webpage also sets out what costs are covered by the Tuition Fees.
- 7.4 You should be aware that you may also incur fines if you do not comply with certain aspects of the Student Regulations (including for example for late return of library materials or causing damage).
- 7.5 You are responsible for ensuring your Tuition Fees and any other fees, charges or fines incurred by you at UCL or in connection with your studies are paid in a prompt and timely fashion.
- 7.6 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.

8 Refunds and Cancellation

- 8.1 Full refunds of Tuition Fees paid to UCL, but not the Application Fee, will be made in the event of formal visa refusals and cases of serious illness supported by verifiable documentation.
- 8.2 As you have entered into the Contract “at a distance” (i.e. without physically attending UCL to create the Contract), you have a legal right to change your mind and cancel your place on the Programme, until the end of 14 (fourteen) days after the day on which you have Accepted an Offer, without giving any reason. This right arises under the Consumer Contracts Regulations 2013. If there are less than 14 days from the date after 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. If you cancel the Contract pursuant to this paragraph 8.2, you will receive a full refund of all payments received by UCL from you for the Programme that you have actually paid prior to giving us notice of cancellation, including Tuition Fees and any Application Fee paid to UCL. 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 full coverage of the Contract) for services provided up until the time you tell us that you wish to cancel the Contract. If you have paid in advance, we may retain that sum when making a refund to you. Any fees that are retained will be to cover any services provided by UCL, and the cost of providing those services to you, before you exercised your cancellation right under this paragraph 8.2. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the relevant cancellation period has expired.
- 8.3 Information on cancellations related to Programme module availability and changes to Programme modules is set out in section 2 and section 3 of **Part 1 – Applications, accepting an offer from UCL and Programme modules**.
- 8.4 If the circumstances set out in paragraphs 8.1, 8.2 or 8.3 are not applicable, cancellations will be dealt with as follows:
- 8.4.1 For cancellations of:

- 8.4.1.1 (i) the first Programme Session only; or
(ii) both the first and second Programme Sessions where you have Accepted an Offer for both Programme Sessions,
which cancellations are received by UCL on or before Wednesday 31 May 2023, you will receive a full refund of the Tuition Fees paid to UCL, but not the Application Fee;
- 8.4.1.2 the second Programme Session only, which are received by UCL on or before Wednesday 21 June 2023, you will receive a full refund of the Tuition Fees paid to UCL, but not the Application Fee;
- 8.4.2 For cancellations of:
- 8.4.2.1 (i) the first Programme Session only; or
(ii) both the first and second Programme Sessions where you have Accepted an Offer for both Programme Sessions,
which cancellations are received by UCL between Thursday 1 June 2023 and Monday 19 June 2023 inclusive, you will receive a refund of 50% of the Tuition Fees but there will be no refund of the Application Fee;
- 8.4.2.2 the second Programme Session only, which are received by UCL between Thursday 22 June 2023 and Monday 10 July 2023 inclusive, you will receive a refund of 50% of the Tuition Fees but there will be no refund of the Application Fee;
- 8.4.3 For cancellations of:
- 8.4.3.1 (i) the first Programme Session; or
(ii) both the first and second Programme Sessions where you have Accepted an Offer for both Programme Sessions,
which cancellations are received on or after Tuesday 20 June 2023, no refund of any Tuition Fees or any Application Fee paid to UCL will be made;
- 8.4.3.2 the second Programme Session only, which are received on or after Tuesday 11 July 2023, no refund of any Tuition Fees or any Application Fee paid to UCL will be made.
- 8.5 Once you have Accepted an Offer, in order to cancel your Contract with UCL in relation to the Programme, you must inform the Summer School Office of your decision to cancel the Contract by a clear statement (for example a letter sent by post or email). You may use the model cancellation form at **Annex 2 – Cancellation Form**, but it is not obligatory.
- 8.6 If you are due a refund of any payments you have made to UCL as expressly provided in these Terms, we will make any refund due to you as soon as possible. If you are exercising your right to change your mind during the cancellation period referred to at paragraph 8.2, your refund will be made not later than 14 (fourteen) days after the day on which we are informed about your decision to cancel this Contract. We will make any refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of any refund.

Part 4 – IMPORTANT LEGAL INFORMATION

9 Data Protection

- 9.1 How UCL uses your personal data is set out in broad terms in the UCL Prospective Students (Enquiries and Applicants) Privacy Notice (<https://www.ucl.ac.uk/legal-services/privacy/ucl-prospective-students-enquirers-and-applicants-privacy-notice>) and the UCL General Student Privacy Notice (<https://www.ucl.ac.uk/legal-services/privacy/ucl-student-privacy>)

- 9.2 Where UCL has an agreement in place with your home institution where you are regularly enrolled for a tuition fee discount for the Programme (of which we will inform you at the point of any Offer for a place on the Programme), then if requested by your home institution, we will share with your home institution your personal data which is relevant to the funding of your place on the Programme. This may include (but is not limited to) your name and date of birth, information on whether you have been offered a place on the Programme, whether you have accepted such an offer, your attendance on the Programme, withdrawal, suspension or removal from the Programme, and your transcript and certification of attendance for the Programme. UCL will restrict the sharing of information with your home institution to that which is strictly necessary in relation to the funding of your place on the Programme.
- 9.3 You may be given further information about the processing of your personal data when you use specific services and facilities offered by UCL.

10 Termination

- 10.1 UCL may end the Contract and expel you immediately by giving you notice if:
- 10.1.1 you fail to pay the Tuition Fees when due;
 - 10.1.2 any of the conditions specified in paragraph 1.7 of **Part 1 – Applications, accepting an offer from UCL and Programme modules** are not met at any time;
 - 10.1.3 you breach an important term of this Contract or any of the Student Regulations or repeatedly breach them and either that breach is not capable of remedy or you do not remedy that breach within a reasonable period of time of being asked to by UCL in writing; or
 - 10.1.4 you repeatedly breach this Contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to or comply with this Contract.
- 10.2 If you are suspended from UCL in accordance with the Student Regulations, UCL's obligations under the Contract shall be suspended for the duration of your suspension.
- 10.3 If you are excluded from UCL in accordance with the Student Regulations, the Contract shall automatically end with effect from the date of your expulsion.

11 Liability and Insurance

- 11.1 **Your attention is particularly drawn to this section 11 because it imposes certain restrictions on UCL's potential liability to you.**
- 11.2 UCL does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of UCL's negligence, fraud or fraudulent misrepresentation or for any other liability which UCL cannot limit or exclude by law.
- 11.3 Subject to paragraph 11.2, UCL does not accept any liability for loss that does not flow naturally from a breach of its obligations under these Terms. This is often referred to as indirect or consequential loss. In addition, particular types of loss that UCL does not accept liability for, whether direct or indirect and whether considered a possibility at the time the contractual relationship came into effect, are loss of earnings (including delay in receipt of potential earnings), loss of opportunity, loss of profit and loss of your data.
- 11.4 UCL does not accept responsibility for any loss or damage to your property. You are advised to arrange relevant insurance against theft and other risks before coming to UCL. In certain circumstances, you may need to take out other types of insurance. Any queries regarding insurance should be addressed in the first instance to the Summer School Office.
- 11.5 Subject to the remainder of this section 11, UCL's total aggregate liability to you arising out of or in connection with these Terms and/or your period of study at UCL (whether in contract, tort or otherwise) shall in no circumstances exceed an amount equivalent to twice the total Tuition Fees payable by you in connection with the Programme.
- 11.6 You acknowledge that Tuition Fees do not bear a direct relationship to teaching hours, contact hours or other easily measurable services. A wide range of other educational, professional (including, for

example, IT, infrastructure and facilities), support and welfare services and other costs are taken into account in Tuition Fees. When it comes to UCL's liability, Tuition Fees are primarily linked to UCL having enabled you to achieve the Programme's learning outcomes rather than the provision of specific services or teaching or contact time.

12 Events Outside UCL's Control

- 12.1 **Your attention is particularly drawn to this section because it imposes certain restrictions on UCL's potential liability to you.**
- 12.2 UCL will not be liable to you for loss and/or damage arising from circumstances or events that are outside UCL's reasonable control. Such circumstances or events include, without limiting what is intended, strikes and other industrial action (of UCL staff or staff of third parties), over or under demand for courses or modules, lack of or significant reduction in funding from third parties (unless caused by UCL's wilful default), non-availability of staff (on a long-term or short-term basis, such as staff illness), severe weather, fire, civil disorder, riot, terrorist attack or threat of terrorist attack, pandemic, epidemic, political unrest, government restrictions and concern with regard to the transmission of serious illness.
- 12.3 The circumstances or events set out in paragraph 12.2 are considered rare but when they do occur UCL reserves the right to make changes to or cancel all or part of a Programme. UCL will where practical and possible do what it reasonably can to provide appropriate and alternative options to you to minimise the disruption you experience. If the circumstances or events are ongoing for a continuous period of more than 30 days, either you or UCL may end the Contract without liability immediately on giving written notice to the other.

13 Notices

- 13.1 Any notice or other information relating to the formal relationship between you and UCL that you need to give to UCL, or that UCL needs to give to you, must be in writing and may be given by hand or sent by email or post. UCL will use email as a primary means of communication for sending you this information, although any particularly important documents will also be sent by post to your last recorded address.
- 13.2 You should check your UCL email account regularly, as UCL cannot be held responsible for the consequences of any messages that you have not read or if messages are lost or delayed when automatically forwarded to a personal email address (for example Hotmail, Gmail, etc.).
- 13.3 You are responsible for maintaining up-to-date address and other contact details via your Portico account. Any notices or information sent to your last recorded address will be deemed to have been properly given.
- 13.4 Subject to section **Error! Reference source not found.** of these Terms, a notice under this section **Error! Reference source not found.** will be validly served by you if sent to UCL: (i) at the following address for hand delivery or post: UCL Summer School, UCL Centre for Languages and International Education (CLIE), 26 Bedford Way, London, WC1H 0AP, or (ii) by email to: summer@ucl.ac.uk
- 13.5 UCL may also draw your attention to important information through announcements on UCL's website, Portico and through messages on the computer desktop when you log-on to the UCL network.
- 13.6 Please note that this section 13 does not apply to the formal service of Court proceedings or service of pre-action letter under any of the Pre-Action Protocols. We refer you to the following webpage in this regard: <https://www.ucl.ac.uk/about/contact-us>.

14 Other Important Terms

- 14.1 These Terms and the relationship between UCL and you shall be governed by and interpreted in accordance with English law.

- 14.2 Both UCL and you agree to the non-exclusive jurisdiction of and to accept the authority of the courts of England and Wales.
- 14.3 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.
- 14.4 UCL may need to make changes to these Terms from time to time. While we will try not to make changes, if we do we will act reasonably and notify you of changes by posting the updated Terms on the UCL website and drawing the specific changes to your attention and, where reasonably practical, providing notification to you (whether to you specifically or generally to the UCL summer school student population).
- 14.5 UCL issues promotional materials in relation to the Programme and study at UCL. While we endeavour to make sure those promotional materials are clear and correct, any promotional materials should be considered indicative and are not intended to be contractual.
- 14.6 These Terms are between you and us and no other person shall have any rights to enforce any of the Terms.

Part 5 – UCL’S STUDENT REGULATIONS

15 UCL’s Student Regulations – Links to Key Documents

15.1 Summer school students are subject to the following Student Regulations:

15.1.1 UCL Summer School Programme Regulations: https://www.ucl.ac.uk/academic-manual/sites/academic_manual/files/annex_10.1_ucl_summer_school_programme_regulations_2022-23.pdf

15.1.2 Short Course Framework: <https://www.ucl.ac.uk/academic-manual/chapters/chapter-10-short-course-framework> and

15.1.3 The regulations and policies at <https://www.ucl.ac.uk/students/policies> (**Policies**).

Please note that there may be some derogations to the Short Course Framework and the General Student Regulations, in relation to summer school students, because of the practical differences between the Programme on the one hand and UCL’s short course programmes and undergraduate and graduate programmes on the other hand. If there is any conflict or inconsistency between the Student Regulations, then the UCL Summer School Programme Regulations in the first instance, and then the Short Course Framework, will take precedence.

15.2 You are required to comply with all applicable Student Regulations and it is important that you read and understand them. If you have any questions on any of the Student Regulations, including how they are applicable to your application for and study on the Programme, then please contact the Summer School Office.

15.3 We are aware that the Student Regulations are detailed and that there are a number of documents. This reflects the many different ways in which you may interact with the UCL environment. To help you identify some of the more important Student Regulations that are applicable to you, we have summarised these, and provided a direct link to the relevant page of UCL’s website below.

Student Regulation	Summary	Hyperlink
Summer School Programme Regulations	Sets out requirements about academic progress, attendance and assessment for the Summer School	https://www.ucl.ac.uk/academic-manual/sites/academic_manual/files/annex_10.1_ucl_summer_school_programme_regulations_2022-23.pdf
Information Security Policy	Sets out requirements for use of UCL’s IT facilities in an acceptable manner. Includes circumstances that may lead to disciplinary action, up to and including dismissal from UCL without notice. Also sets out circumstances potentially resulting in court proceedings attracting both criminal and civil liability	https://www.ucl.ac.uk/information-security/information-security-policy
Library Regulations	Sets out the requirement to use UCL’s Library facilities in an acceptable manner and includes certain sanctions, penalties and/or other disciplinary action for non-compliance	https://www.ucl.ac.uk/library/about-us/policies/library-regulations

Disability	Outlines the ways in which UCL addresses the needs of disabled students. Sets out UCL's firm commitment to offering an excellent education to all students and central to this policy is UCL's intention to take account of individual needs and to work with disabled students to find appropriate and practical solutions to any problems that might arise	https://www.ucl.ac.uk/students/support-and-wellbeing/support-disabled-students
Complaints Procedure	Provides details on how students should express concern or dissatisfaction with aspects of UCL or the quality of services provided. It is central to UCL's commitment to providing a high quality educational experience for all our students, reflected in excellent academic, administrative and pastoral support services with the aim for every student to be satisfied with their experience of UCL	https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-8-ucl-student-complaints-procedure
Harassment and Bullying	Outlines UCL's firm commitment to equality and diversity and how UCL will not tolerate the harassment or bullying of one member of its community by another or others. Sets out to promote the development of a working environment in which harassment and bullying are known to be unacceptable and where individuals have the confidence to complain about harassment and bullying, should they arise, in the knowledge that their concerns will be dealt with appropriately and fairly	https://www.ucl.ac.uk/equality-diversity-inclusion/dignity-ucl/prevention-bullying-harassment-and-sexual-misconduct-policy
Disciplinary Code and Procedure	Sets out the standard of conduct and behaviour reasonably expected of you and also includes the right of UCL to suspend or exclude you on disciplinary grounds	https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-2-disciplinary-code-and-procedure-respect
Data Protection Policy	Reflects UCL's commitment to ensure that every employee and registered student complies with the Data Protection Act 2018 and UK GDPR and to ensure the confidentiality of any personal data held by UCL, in whatever medium	https://www.ucl.ac.uk/data-protection/policies/2022/jan/data-protection-policy
Intellectual Property Policy (Staff and Students)	Sets out the rules, rights and obligations of UCL staff and students in relation to intellectual property created in the course of study	https://www.ucl.ac.uk/enterprise/about/governance-and-policies/ucl-intellectual-property-ip-policy
Religion and Belief Equality Policy and Equal Opportunity Policy	Reflects how UCL seeks to address issues of discrimination and ensure equality in relation to the selection, recruitment and relationship with students	https://www.ucl.ac.uk/students/policies/equality/religion

Plagiarism Policy	Outlines what is considered to be plagiarism and how allegations and instances of plagiarism are addressed at UCL	https://www.ucl.ac.uk/students/exams-and-assessments/academic-integrity
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Annex 1 – Useful Contacts

Updates will be made to this information as required.

(1) University College London

Address:

University College London
Gower Street
London, WC1E 6BT

Tel: +44 (0)20 7679 2000

(2) UCL Summer School Office (also referred to in these Terms as the ‘Summer School Office’)

Address:

UCL Summer School Office
Centre for Languages and International Education
26 Bedford Way
London, WC1H 0AP

Email: summer@ucl.ac.uk

Tel: +44 (0)20 7679 5522

(3) Students’ Union UCL Advice Service

Address:

Students’ Union UCL Advice Service
1st Floor
25 Gordon Street
London, WC1H 0AY

Email: su.advice@ucl.ac.uk

Tel: +44 (0)20 3549 5232

(4) Student Support & Wellbeing

Address:

UCL Student Support & Wellbeing
Floor 1, Student Centre
27-28 Gordon Square
London, WC1H 0AW

Email: student.wellbeing@ucl.ac.uk

Tel: +44 (0)20 7679 0100

(5) Student Recruitment and Marketing

Address:

UCL Student Recruitment and Marketing
1st Floor, Bidborough House
38-50 Bidborough Street
Kings Cross, London, WC1H 9BT

Email: international@ucl.ac.uk

Tel: +44 (0) 20 3108 8520

Annex 2 – Cancellation Form

(Complete and return this form only if you wish to withdraw from the Contract)

To: University College London, UCL Summer School Office, Centre for Languages and International Education, 26 Bedford Way, London, WC1H 0AP

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Annex 3 – Surprising Terms

1. Module Availability

Once you have Accepted an Offer and paid the Tuition Fees, a place will be reserved for you on the Programme. However, please note that your Acceptance of an Offer or payment of Tuition Fees does not guarantee your participation on a specific Programme module. Information on the selection, offer and availability of Programme modules, and your rights to cancel your place on the Programme in the event of the unavailability of Programme modules, is set out at section 2 of **Part 1 – Applications, accepting an offer from UCL and Programme modules**.

2. Student withdrawal

Without limiting any right of UCL under these Terms or any policy, examples of some circumstances in which UCL may require that a summer school student withdraw from the 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) Ill Health, wellbeing or behaviour 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-2-student-support-framework/section-7-support-study>)
- (c) Proven Disciplinary Offences (<https://www.ucl.ac.uk/academic-manual/chapters/chapter-6-student-casework-framework/section-2-disciplinary-code-and-procedure-respect>)

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. Reassessment

Summer school students are permitted one attempt only at each assessment. Summer school students who fail to achieve a percentage mark equal to or greater than the relevant pass mark shall not be permitted to re-sit any part of the assessment, except where a student has valid Extenuating Circumstances. More detail on Extenuating Circumstances can be found in the UCL Summer School Programme Regulations, to which there is a link at paragraph 15.1.1 of **Part 5 - UCL's Student Regulations**.