TERMS AND CONDITIONS FOR GRADUATE STUDENTS

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UNIVERSITY COLLEGE LONDON

TERMS AND CONDITIONS FOR GRADUATE STUDENTS

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. YOUR ATTENTION IS DRAWN IN PARTICULAR TO PARTS 4, 7, 10, 11 &12 AS WELL AS APPENDIX 5.

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. 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 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.

We specifically draw to your attention to the information regarding the University's right to 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 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 and Policies

You will need to be aware of and comply with the various UCL procedures and regulations that apply to your application to and/or your study at UCL. These are referred to collectively as UCL's 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 (currently contained in the Academic Manual), data protection policies), details of which can be found in this Part.

Appendix 5 – Special Terms

This sets out any additional terms that apply to the particular Programme that you are undertaking. If anything in Appendix 5 is inconsistent with or conflicts with any other provision in these Terms then the provision in Appendix 5 will take precedence and override such inconsistent or conflicting provision.

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 Appendix 4 – Useful Contacts, 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 a degree programme or other programme or 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 a time period is specified on your offer and you do not accept an offer within this time period, 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 Appendix 5 contains any additional provisions that are relevant to your particular Programme. Appendix 5 both supplements these Terms and, to the extent applicable, overrides any conflicting or inconsistent provisions found elsewhere within these Terms.

1.5 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.

1.6 Applicants to UCL should be aware that:

1.6.1 Each year UCL receives a significant number of applications from individuals that wish to study with us. If you make an application to study at UCL, you are not guaranteed a place or an offer of a place to study at UCL.

1.6.2 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.

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 starting from the day after 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 after 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 full coverage of the Contract) for services provided up until the time you tell us that you wish to cancel the Contract. UCL may retain some of the Fees paid by you in advance when we make 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 section 2.3.

2.4 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind during the cancellation period, your refund will be made within fourteen (14) days of your telling us you have changed your mind

2.5 To cancel your Contract with us you will need to notify us (you can use the form contained in Appendix 3 but you are not required to) using one of the following methods:

2.5.1 using the process in the online applicant portal;

2.5.2 by using the contact from provided on the UCL website

2.5.3 by post to Graduate Admissions, Student and Registry Services, UCL, Gower Street, London, WC1E 6BT.

PART 2 – WHAT YOU CAN EXPECT FROM UCL

3 UCL's provision of services

3.1 UCL commits to:

3.1.1 provide the services relevant to your Programme with reasonable care and skill and in order to enable you to achieve any Programme learning outcomes.

More detailed information about the different aspects of your Programme (including current expectations in relation to modules and assessment method(s)) is provided in UCL's Prospectus for Graduates applicable to your start date. If you are undertaking a taught Programme, this includes tuition and learning support. If you are undertaking a research Programme, this includes an appropriate supervisory team;

3.1.2 make available reasonably appropriate infrastructure and facilities to support your learning and achievement of any Programme learning outcomes.

This includes, as appropriate, use of teaching and learning space, UCL's libraries and IT facilities in accordance with the Student Regulations and Policies.

3.1.3 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.

3.1.4 provide you with ready online access to the Student Regulations and Policies 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 and Policies. If you have any questions about them, let us know.

3.1.5 provide eligible students with the relevant award for the Programme and an opportunity to attend a graduation ceremony.

If you have successfully fulfilled the requirements for your Programme and have complied with these Terms (including the Student Policies and Regulations), you will be eligible for the award of the relevant UCL qualification from UCL in accordance with UCL's Academic Manual, details of which are found in Part 5. For UCL Programmes, UCL arranges graduation ceremonies which students can attend to receive their award.

3.2 UCL's commitments under this section 3 apply in respect of registered UCL students who have enrolled (and re-enrolled for each subsequent period of study where applicable), and the commitments are subject to the remainder of these Terms and the Student Regulations and Policies. **For example, UCL may be entitled to suspend performance of these commitments if students have not paid outstanding Tuition Fees** (defined in section 7) and/or are subject to disciplinary action.

3.3 **UCL acknowledges that there are certain regulations that might be considered by some students to be surprising.** While what is considered to be surprising will vary from person to person, **Appendix 1** sets out some terms that UCL believes may be considered surprising.

4 UCL's Ability to make Changes

4.1 The organisation, timetabling and operation of Programmes is a significant and complex exercise. There are numerous internal and external factors which impact on how UCL is able to manage its teaching and learning spaces and resources.

4.2 To ensure that our Programmes can be run effectively for the benefit of our student body, we need to retain the ability to alter aspects of individual Programmes where we think this is reasonable and/or it is needed. This may include changes to the timetable, location, teaching staff allocation, level and availability of supervision, 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.

4.3 The changes that UCL may need to make, not including where section 12 (Events Outside UCL's Control) applies, are categorised as follows:

4.3.1 Programme Cancellation

This is where UCL cancels your Programme in its entirety for your intake.

4.3.2 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 the Academic Manual. 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, and a change to supervisory team for research students.

4.3.3 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.

4.4 We will communicate any such changes to you in a timely manner.

4.5 In the case of a Programme Cancellation UCL will use all commercially reasonable endeavours to assist you in identifying and transferring to a replacement programme that is similar to the Programme at either i) UCL (in which case this Contract will continue to apply to the Replacement Programme unless specifically agreed otherwise), or ii) if there are none at UCL, at another university in the UK, (**Replacement Programme**). If you reasonably consider that the Replacement Programme is not appropriate or UCL is unable to identify a Replacement Programme or (where applicable) the other university does not accept you on the Replacement Programme, you may end your Contract and relationship with UCL and withdraw from the Programme.

4.6 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 student body. Where UCL has to make a change to your supervisory team, we will liaise with you to ensure you are provided with suitable alternative supervision. 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.

4.7 If UCL intends to make any Minor Changes, we will notify you of the Minor Change.

4.8 If you transfer to a Replacement Programme under section 4.5 and the Replacement Programme is at:

4.8.1 UCL, your liability for Tuition Fees will be based on the Tuition Fees for the Replacement Programme. If the Tuition Fees for the Replacement Programme are higher than the Programme, you will need to pay more. If the Tuition Fees for the Replacement Programme are lower than the Programme, you will pay less or may be entitled to a partial refund.

4.8.2 another university, you will not be entitled to a refund of Tuition Fees

4.9 If you end the Contract under:

4.9.1 section 4.5, you will be entitled to a reduction in your liability to pay Tuition Fees based on the amount of academic credit you have accrued for the relevant academic year at the time the Contract ends compared to the academic credit that should have been available for the academic year. As an example, if 120 credits should be available in the relevant academic year and at the point of the Contract ends you have accrued 90 credits, you will be entitled to a 25% reduction in you Tuition Fee liability. If at termination you have paid more than 75% of Tuition Fees, you will be entitled to a refund. If at termination you have paid less than 75% of Tuition Fees, you will have to pay the remainder of the 75% of Tuition Fees;

4.9.2 section 4.6, you will be treated as a withdrawing student and the rules around fee liability for interrupting and withdrawing students will apply.

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

5 Your responsibilities as a UCL student

5.1 By accepting an Offer to study 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 a Programme have been met, you will need to do this before you can participate on your Programme. UCL's instructions and the process for pre-enrolment/ registration and enrolment will be set out in the offer.

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 – Payment of Fees, below.

5.1.3 Comply with UCL's Student Regulations and Policies.
There are a number of different Student Regulations and Policies that are relevant to your study. The most important of these are summarised in Part 5 (together with details of how to access all other Student Policies and 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 student 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.

5.1.5 If you are a research student you should carry out your research effectively
This should be to an adequate standard and within the period of study prescribed in the Regulations. You must carry out your research in accordance with the principles and procedures set out in UCL's Research Governance Framework and the Research Integrity Framework.

5.2 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 students that they also co-operate with UCL in this respect. If you undertake fieldwork, you are also required to familiarise yourself with the relevant UCL policies and guidance notes which are made available to UCL students and any additional guidance provided by the relevant department.

5.3 Where a Programme also leads to a professionally-accredited qualification, the relevant professional body may also have its own code of conduct and/or guidance which students on such Programmes should make themselves aware of. UCL also has an obligation to disclose to such bodies any information it considers to be relevant to a student's future professional accreditation.

6 Complaints

6.1 UCL has an established Student Complaints Procedure 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.

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 take your complaint to the OIA (subject to meeting the OIA's criteria for accepting complaints). Further details are available from the OIA website .

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 Tuition Fees

7.1 During and in connection with the Programme, you will be required to pay fees to UCL (**Fees**). These include:

7.1.1 **fees that are directly related to us providing you with tuition and learning support connected to your Programme (Tuition Fees)**
Tuition Fees enable UCL to function effectively as a University and deliver the Programme to you

7.1.2 **other fees related to your Programme (Programme Fees)**
The amount of Programme Fees payable will be different depending on the nature of your Programme and the modules you choose to take. These fees relate to costs of Programme-related activities such as field trips or excursions.

7.2 Up to date details on Tuition Fees and Programme Fees can be found on the UCL Fees Schedule.

7.3 UCL reserves the right to require that you pay a deposit to secure your place on a Programme.

7.4 The Tuition Fees that you are required to pay are contained in the Offer and, if you Accept an Offer, on your UCL Portico account. The details contained on your UCL Portico account will be the definitive statement of Tuition Fees due from you. UCL determines whether the UK or overseas rate of Tuition Fees should be charged in accordance with the Education (Fees and Awards) (England) Regulations 2007 and subsequent amendments but shall judge each case as it shall see fit at its absolute discretion.

7.5 If UCL notifies you that your fee status is undetermined, you must complete and return UCL's fee status questionnaire (which will have been sent to you with the Offer) as soon as possible and in any event so that UCL receives your fee status questionnaire by not later than three months after the date of the Offer.

7.6 If your Tuition Fee status is undetermined at the time UCL has notified you that it will invoice for Tuition Fees, UCL will invoice you for Tuition Fees at the rate payable by overseas students for the Programme.

7.7 If you wish to challenge UCL's assessment of the Tuition Fees that you are required to pay, you must write to UCL giving notice of the complaint in accordance with the process set out in the Tuition Fee outcome letter and such complaint must be received by UCL within three months after the date of the Offer or, if later, notification by UCL to you of the determination of your Tuition Fees.

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 or incur printing and photocopying charges; you may be required to make payments connected with your graduation ceremony; you may be taking a place in UCL accommodation or renting other accommodation. If you have any questions in this regard, please contact the relevant UCL office. UCL has provided what it hopes is some useful indicative information on additional costs.*

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 fines incurred by you at UCL or 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:

7.12.1 suspend or terminate your participation in the Programme and/or registration as a student at UCL;

7.12.2 prevent you from re-enrolling on your Programme (where applicable);

7.12.3 withhold any award you are entitled to; and/or

7.12.4 take legal action against you to recover the outstanding Fees and any interest on those amounts (calculated at an annual rate of 3% above the Bank of England base rate). This means that if you are overdue in paying £15,000 in tuition fees and the base rate is 0.5%, interest will accrue at £525 per year or £1.44 per day;

7.13 Where any of sections 7.12.1-7.12.4 apply, UCL will not be required to perform its obligations set out in these Terms.

8 Student Accommodation

8.1 If you have secured a place in UCL-managed accommodation, you will occupy that accommodation under a separate agreement with UCL.

8.2 UCL will not apply the sanctions set out at 7.12.1-7.12.3 above in relation to any debt or other payment owed to UCL pursuant to your agreement with UCL for accommodation.

Part 4 – Important legal information

9 Data protection

9.1 UCL will receive personal data from you in various ways both before and during your period of study at UCL and further information relating to you will be generated while you are studying at UCL. This may include special category or criminal convictions data under data protection legislation (the General Data Protection Regulations (Regulation (EU) 2016/679) as implemented by the Data Protection Act 2018 (as amended).

9.2 Your personal data (including any special category personal data) will be held by UCL and may be used by UCL to enable UCL to fulfil its responsibilities to you.

9.3 By accepting an Offer from UCL, you agree to UCL processing your personal data as set out in the relevant student and general privacy notices and the UCL Data Protection Policy (details of which can be found in Part 5).

10 Suspending and Ending the Contract

10.1 UCL may suspend the Contract, and as a result its obligations to you, if permitted by and in accordance with these Terms and/or any of the Student Regulations and Policies.

10.2 If you are suspended from UCL in accordance with the Student Policies and Regulations, UCL's obligations under the Contract shall be suspended for the duration of your suspension.

10.3 **UCL may end the Contract** and expel you immediately by giving you notice if you:

10.3.1 fail to pay any Fees and/or deposits when due; or

10.3.2 do not or cease to meet any of the conditions specified in Appendix 1 at any time; or

10.3.3 you breach an important term of this Contract or any of the Student Regulations and Policies 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;

10.3.4 you repeatedly breach the 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 the Contract.

10.4 **If you are excluded from UCL** or your studies are terminated in accordance with the Student Regulations and Policies, the Contract shall automatically end with effect from the date of your expulsion or termination.

10.5 Separate to your rights in section 2, your ability to withdraw from or interrupt your participation in the Programme is set out in the Student Regulations and Policies, in particular Chapter 3 of the Academic Manual and the section on UCL's website "Interrupting or withdrawing from your studies". If you:

10.5.1 interrupt your participation in the Programme, UCL's obligations to you will be suspended for the full duration of that interruption;

10.5.2 withdraw from the Programme, that will end the Contract.

10.6 If and when the Contract comes to an end for any reason, it will be necessary for certain of the Terms to continue in force. Where any of the Terms state that it survives termination or by implication the Term should or does survive termination, it will do so. Examples of the Terms that will survive termination are sections 5.1.2, 6, 7.10 to 7.12, 9, 10.6, 11, 13 and 14.

11 Liability and Insurance

11.1 Your attention is particularly drawn to this section 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 section 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, for example health insurance while on an overseas placement. Any queries regarding insurance should be addressed in the first instance to the department that manages your Programme.

11.5 Subject to the above provisions of section 10, 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 Fees payable by you in connection with your Programme. Please note that Fees does not include the costs outlined in section 7.7, which include as examples the cost of books and/or other materials, printing and photocopying, graduation ceremonies and accommodation rental (where applicable).

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 (including but not limited to access to the University of London and its collegiate colleges' libraries and careers services for example) are taken into account in Tuition Fees. Undertaking the Programme requires significant independent study, research and/or work by you, which is supplemented by teaching and contact hours. 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 or 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 section 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 e-mail or post. UCL will use e-mail 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 e-mail 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 e-mail address (e.g. 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 2.5 of these Terms, a notice under this section 13 will be validly served by you if sent to UCL: (i) at the following address for hand delivery or post: Student Centre, 27-28 Gordon Square, London, WC1H, or (ii) by email to: studentstatus@ucl.ac.uk.

13.5 UCL may also draw your attention to important information through announcements on UCL's website, Portico and through emails to the UCL student population generally or 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 General

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 student population).

14.5 UCL's contractual relationship with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999 save that The Secretary of State for Education shall be entitled to enforce the provisions of Appendix 5.

Part 5 - Student Regulations and Policies

15 UCL's Student Regulations and Policies

15.1 Details of all of UCL's Student Regulations and Policies can be found on the Policies webpages . It is important that you read and understand the Student Regulations and Policies as it is a fundamental term of the Contract that you comply with them.

15.2 We are aware that the Student Regulations and Policies 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 and Policies, we have summarised these below, together with a direct link to the relevant page of UCL's website:

Student Regulation	Summary
Academic Manual	Sets out requirements about academic progress, attendance, examinations and UCL's right to suspend or exclude you from your studies on academic grounds. Details of UCL's Criminal Conviction policy are contained in the Academic Manual at Chapter 1. This chapter also sets out UCL's expectations of applicant behaviour.
Payment of Tuition Fees	Provides information about how and when you must pay your Tuition Fees.
Tuition Fee Deposits	Provides information on when Tuition Fee Deposits are required, how they are to be paid and the circumstances in which they are forfeited or refunded
Interrupting or withdrawing from your studies	Sets out how students can interrupt and withdraw from studies and the consequences of that.
Student Protection Plan	Sets out UCL's approach to the closure of any aspect of its facilities or academic provision or an inability to deliver a material component of the Programme which could have an adverse effect on the interest of current or prospective students.
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

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.
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
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.
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 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
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
Data Protection Policy	Reflect UCL's commitment to ensure that every employee and registered student complies with the Data Protection Act 2018 and to ensure the confidentiality of any personal data held by UCL, in whatever medium

Doctoral School Code of Practice	Sets out what a research student can expect from their supervisory team and from UCL, and what the Supervisors and others in UCL can expect from the student
Intellectual Property Policy (Students)	Sets out the rules, rights and obligations of UCL students in relation to intellectual property created in the course of study
Research Governance Framework	Underpins UCL's expectations for the conduct of research and defines actions to be taken in the event that an individual is suspected or accused of research misconduct
Research Integrity Framework	Provides a central repository for all UCL policy underpinning research integrity covering all aspects of the research process, including planning, data collection, publication and authorship, sharing of data and good data management
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
Academic Integrity	Outlines what is considered to be academic misconduct including plagiarism and how allegations and instances of academic misconduct are addressed at UCL

Appendix 1 – Conditions of Enrolment

1. Conditions of Enrolment

Your Offer and/or right to enrol and/or participate on the Programme is conditional on the following conditions being met:

(a) any conditions specified in the Offer communicated to you on the applicant portal and/or in any hard copy documentation provided to you with the Offer being satisfied (unless stated otherwise in writing) on or before the earlier of the date specified in the Offer or on which the Programme is due to commence;

(b) 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 your Programme in accordance with these terms and conditions, or ii) discipline you, if you had been (at the time) a student at UCL; and

(c) 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 to which you have been made an Offer. 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.

(d) you must have a good command of English to the standard acceptable to UCL. Please note, any extra expense incurred in doing so will be your responsibility.

(e) you must not have a criminal conviction 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.

(f) 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.

(g) you must comply with the Student Regulations and Policies.

Appendix 2 – Surprising Terms

1. Compelled student withdrawal

Without limiting any right of UCL under the Contract or any of the Student Regulations and Policies, examples of some circumstances in which UCL may require that a student withdraw from a Programme include:

(a) Proven assessment irregularity; Plagiarism
(b) Ill Health affecting your ability to engage with the programme, or where this would put others at risk
(c) Proven Disciplinary Offences
(d) Fraudulent Admissions Information
(e) Proven Fitness to Practise issues
(f) Proven Academic Insufficiency

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

The University 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.

5. Tuition Fee Deposits

UCL requires that applicants for selected graduate programmes pay a deposit to secure their place on the programme. That deposit is only refundable in certain circumstances, full details of which are contained in the Tuition Fee Deposits Policy

6. Reclamation of Funds

As funding for the Programme is provided by the Department for Education, the Department for Education require that they have the ability to reclaim some or all of those funds in certain circumstances. Provisions to address this are set out in Appendix 5. In addition, the Department for Education requires a direct right to enforce the terms of Appendix 5 against you should that be necessary and that is addressed in clause 14.5.

7. Access to vehicle

Students are expected to have a current driving licence and have the use of a car for your placement days unless they have an authenticated medical condition that prevents them from driving. If allocated a placement where a car is designated as essential, Students will be expected to provide one, or to make whatever arrangements are necessary (at the student's cost) to allow them to undertake the full range of placement activities in a timely fashion, as if they had a car.

8. Repeat teaching for failed modules

Unless a student is ill or has other valid Extenuating Circumstances, students are permitted 2 attempts at an assessment.

If a student fails up to and including 60 taught credits in one academic year, they will be required to Resit the failed assessments and the marks for those assessments will be capped at the pass mark (40% for undergraduate students, 50% for taught postgraduate students).

If a student fails more than 60 credits, they will be required to Repeat the failed modules the following year. This means that students will need to re-attend classes and re-take all assessments, and they will be charged additional tuition fees for the modules which they have to repeat. The marks for any modules passed on repeat will be capped at the pass mark (40% for undergraduate students, 50% for taught postgraduate students).

Where a Repeat is considered to be impossible, the Board of Examiners may offer the student the opportunity to take the failed assessments as Resits.

Appendix 3 – Cancellation Form

To: Graduate Admissions, Student and Registry Services, UCL, Gower Street, London, WC1E 6BT; email: UCL admissions enquiry form

I hereby give notice that I cancel my contract for the supply of educational services in relation to the following UCL programme:

Programme Name ……

Name of prospective student ……

Application Number ……

Address of prospective student ……

……

……

……

……

Signature of prospective student (not if sent by email) ……

Date ……

Appendix 4 – Useful Contacts

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

Service	Email	Telephone
Admissions (Undergraduate)	contact form	020 8059 0939
Admissions (Graduate)	contact form	020 8059 0939
Admissions (Teaching Training)	contact form	020 8059 0939
Data Protection Officer	data-protection@ucl.ac.uk	020 7679 7338
Freedom of Information	foi@ucl.ac.uk	020 7679 7338
Student Disability, Mental Health and Wellbeing	askUCL	020 7679 0100
Examinations	askUCL	020 3108 9744
Doctoral School	docschool@ucl.ac.uk	N/A
Graduation Ceremonies	ceremonies@ucl.ac.uk	020 3108 6700
Information Services Division	servicedesk@ucl.ac.uk	020 7679 5000
International Student Support & Study Abroad	askUCL	020 3108 8836
Library Services	library@ucl.ac.uk	020 7679 7792
Student Records	askUCL	020 7679 4126
Research Degrees	contact form	020 7679 4126
Student Fees	fees@ucl.ac.uk	020 3108 7284
Student Funding	askUCL	020 7679 0004
Student Accommodation	accommodation@ucl.ac.uk	020 7679 6322
UCL Student Mediator	studentmediator@ucl.ac.uk	N/A
Students' Union UCL Advice Service	Contact form	020 3549 5232
UCL Switchboard	n/a	020 7679 2000

Appendix 5 – Special Terms

1. Funding towards your Fees is provided by the Department for Education on the condition that
   1.1. you must complete the Programme; and
   1.2. following completion, you must:
      1.2.1. gain employment within 3 months as an Educational Psychologist with a Local Authority in England; and
      1.2.2. remain employed for a period of at least 2 years full time as an Educational Psychologist with a Local Authority in England.
2. The condition set out at paragraph 1.1 above will not be breached if you withdraw from the Programme or defer completion of the Programme for one or more of the following reasons:
   2.1. sickness resulting in incapacity to work as verified in writing by a GP up to 1 month with written agreement from the course director and notified to DfE;
   2.2. pregnancy as verified in writing by a GP with written agreement from the course director and notified to DfE;
   2.3. any fulltime carer's responsibilities not known to you at the time of application to the Programme relating to caring of protected or vulnerable people;
   2.4. any reasonable factor prohibiting you from fulfilling the condition set out at paragraph 1.1 subject to consent from the Department for Education in its absolute discretion.
3. The conditions set out at paragraph 1.2 will not be breached if you are prevented from complying with the conditions as a result of:
   3.1. sickness resulting in incapacity to work as verified in writing by a GP. Any periods of sickness will be excluded for the purposes of the 2 years required in paragraph 1.2.2;
   3.2. any periods of time spent on maternity or paternity leave will be excluded for the purposes of the 2 years required in paragraph 1.2.2;
   3.3. any fulltime carer's responsibilities not known to you at the time of application to the Programme relating to caring of protected or vulnerable people. Any such full-time carer whose caring responsibilities continue for more than 2 calendar years after graduation from the Programme will be considered exempt from the requirements of paragraph 1.2.2;
   3.4. any reasonable factor prohibiting you from fulfilling the conditions set out within paragraph 1.2 subject to consent from the Department for Education in its absolute discretion.
4. If you fail or cease to comply with the condition set out at paragraph 1.1, i.e. you withdraw or defer from the Programme, and do not fit within any of the circumstances set out in paragraph 2, the Department for Education may (in its discretion) reclaim from you:
   4.1. up to the full cost of the Fees; and/or
   4.2. up to the full bursary costs;

   and in such case, you shall repay to the Department for Education such amount as the Department for Education demands.
5. If you fail or cease to comply with the condition set out at paragraph 1.2, i.e. do not gain employment as an Education Psychologist with a Local Authority in England within 3 months of completion of the Programme or you to not remain do employed for at least 2 years full time from completion of the Programme, and do not fit within any of the circumstances set out in paragraph 3, the Department for Education may (in its discretion) reclaim from you:
   5.1. up to the full cost of the Fees; and/or
   5.2. up to the full bursary costs;

   and in such case, you shall repay to the Department for Education such amount as the Department for Education demands.