



## UCL Academic Manual 2018-19

### Chapter 6: Student Casework Framework

# Section 12: UCL-Student Relationship Terms and Conditions

## 12.1 General

1. These terms and conditions, together with various other policies referred to in them, (**Terms**) apply to and define the relationship between UCL and you in relation to your participation in and receipt of services in connection with a degree programme or other programme or course of study at UCL (**Programme**).
2. UCL is committed to providing a learning, working and social environment in which the rights and dignity of all its members are respected, and which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying.
3. This commitment means that all students of UCL have the right to study or work in an environment free from discrimination, prejudice and all forms of harassment or bullying.
4. This commitment also reflects the fact that the relationship you as a student have with UCL is contractual. The Terms are not defined or set out in a single document but have a number of sources and the purpose of these Terms is twofold:
  - i) to provide guidance about the principal terms and conditions that define the contractual relationship between UCL and you and;
  - ii) to draw your attention to where the full sources are published.
5. In some places these Terms may seem overbearing or negative; however, the content has been drawn from policies and procedures which already exist or are common to similar documents that exist at other institutions. It should also be recognised that these Terms exists above all to protect your rights and to ensure a continuous and positive relationship between you and UCL during your time as a student at UCL.
6. Changes to Terms: UCL may from time to time need to make changes to these Terms. While we will try not to make changes, if we need to do so we will only make reasonable changes and will notify you of changes to these terms by posting the latest version on the UCL website.
7. Changes to Programmes:
  - a) 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.
  - b) To ensure that our Programmes are run effectively for the benefit of our student body as a whole, we need to retain the ability to alter aspects of individual Programmes where we think this is reasonable and is needed. This may include changes to timetabling, location,

- teaching staff allocation, number of classes, method of delivery, content, assessment, syllabus and/or module availability.
- c) We will communicate any such changes to you in a timely manner. Where changes are likely to have a more significant impact on your studies, 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.
  - d) If UCL has to cancel a Programme or make a change of a fundamental nature to a Programme, you may end your relationship with UCL by giving notice in writing to UCL. You may be entitled to a refund of tuition fees and other monies paid in these circumstances.
  - e) If we cancel your Programme, we will help you, where we are able, to identify an alternative course (potentially at another institution) that is similar.
  - f) UCL may need to change or cancel part of or an entire Programme due to circumstances beyond its reasonable control and foreseeability and may do so without liability provided that notice of the change or cancellation is given. Examples of such circumstances include industrial action, over or under demand for courses or modules, lack of funding, non-availability of suitable staff, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. If the circumstances are continuing for a period of more than 30 days, either you or UCL may terminate the contract without liability immediately on giving written notice to the other.
8. UCL issues promotional materials in relation to its Programmes and study at UCL. While we endeavour to make sure those promotional materials are clear and correct, we cannot guarantee that they are or will be at all material times. Any promotional materials should be considered indicative and are not intended to be contractual.

## 12.2 Condition of Admission to UCL

1. Your offer of admission to UCL is subject to UCL's General Conditions for Entry relating to your qualifications, proficiency in English, tuition fee status, agreement to pay tuition fees and declaration of any criminal convictions. The General Conditions for Entry, along with any particular conditions or requirements, were set out in UCL's formal offer of admission to you.
2. UCL is entitled to withdraw or amend its offer of admission to you, or terminate your registration at UCL, if it is discovered that you have made false statements or omitted significant information in your application to UCL.
3. Your admission to UCL is also subject to your agreement to follow UCL's procedures for registration and enrolment and to comply with the terms and conditions identified in this document. Upon registering at UCL you agree to abide by the rules, regulations and statutes of UCL that are currently in force (and to which links are provided in this document) which govern your studies, learning and conduct at UCL and your use of services provided to you by UCL.
4. You are responsible for making yourself aware of these rules and regulations, of which the more important ones are summarised in the Current Students web pages. In addition, research students and taught graduate students must adhere to the respective UCL Doctoral School Code of Practice for Graduate Research Degrees. A detailed list of the other significant documents which define the formal relationship between UCL and you is set out in [Section 12.17: Relevant Documents and Information](#).

## 12.3 Delivery and Exclusion of Liability

1. UCL will provide you with tuition, learning opportunities and other related services relevant to your programme and modules. Specific details relating to the delivery of your programme will be provided before or at the time of your registration on your programme.
2. If you successfully fulfil all of the requirements of your programme and registration and abide by the regulations identified in this document, you will be eligible for the award of the

appropriate UCL qualification. Certain programmes of study may also lead to professionally-accredited qualifications.

## 12.4 Payment of Fees and Other Charges

1. You are responsible for ensuring your tuition fees, accommodation fees and all other charges incurred by you at UCL are paid in a prompt and timely fashion. Where a third party is responsible for payments on your behalf, you must ensure that they similarly pay in a prompt and timely fashion. Demands for payment will be made in accordance with UCL's practice at the time.
2. If any fee or charge connected to your study at UCL (including tuition fees, library fees and other academic fees) remains outstanding after the due date for payment, UCL reserves the right to stop providing you with access to the relevant service until the fees or charges are paid. In the case of non-payment of library fees, for example, we may suspend your access to the library and/or library services. In the case of non-payment of tuition fees, we may end our contract with you and cease providing you with tuition, learning opportunities and other related services relevant to your programme of study. UCL may take appropriate and proportionate action as it considers necessary to recover overdue academic fees or charges, including suspension of your registration for specific services, withholding any award you are entitled to and taking legal action against you to recover the outstanding amounts.
3. Fees are not normally refundable. Applications in writing for partial refunds will be considered in special circumstances. Refunds requested more than one year after payment has been made will not be considered.
4. In addition to the above, we may charge interest on any outstanding fee or charge (calculated at an annual rate of 3% above the Bank of England base rate). This means that if you are overdue in paying £9,000 in tuition fees and the base rate is 0.5%, interest will accrue at £315 per year or £0.86 per day.

## 12.5 General Student Conduct

1. You should make yourself aware of, and abide by, Section 8: Student Disciplinary Code and Procedure which sets out the standard of conduct and behaviour reasonably expected of you and which also includes awareness of the right of UCL to suspend or exclude you on disciplinary grounds.
2. You should make yourself aware of the academic regulations set out in the UCL Academic Manual, in particular Chapter 1: Student Recruitment and Admissions Framework, Chapter 4: Assessment Framework for Taught Programmes and Chapter 5: Assessment Framework for Research Programmes. These include regulations about academic progress, attendance, examinations and also include awareness of the right of UCL to suspend or exclude you from your studies on academic grounds.
3. Under Section 7 of the Health and Safety at Work Act 1974, 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 UCL Statement of Safety Policy. It is a condition of registration for students that they also co-operate with UCL in this respect. Students who undertake fieldwork are also required to acquaint themselves with the relevant UCL policies and guidance notes.
4. Where a programme of study also leads to a professionally-accredited qualification, the relevant professional body may also have its own code of conduct 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.
5. Section 1: Code of Conduct for Students has been produced by UCL Union and outlines the expected behaviour of UCL students during their time at UCL. There is nothing new, since all of it can be found in the Academic Manual, and a lot of it is common sense; this just makes it a bit more accessible, and is meant to remind you of basic good behaviour.

## 12.6 Intellectual Property Rights

1. UCL generally recognises that students own the IPR in any work that they produce as part of their programme of study at UCL. However, there are some circumstances where ownership has to be shared or be granted to UCL or a third party; these circumstances are outlined in UCL's policy on Intellectual Property Rights (IPR).

## 12.7 Accommodation

1. If you have secured a place in university accommodation, this is subject to your continued registration as a full-time student at UCL. There are specific terms and conditions that apply to the provision of such accommodation to you, details of which are available from UCL Student Residences.

## 12.8 IT Facilities

You will have access to UCL's IT facilities while you are a registered student at UCL, but you are expected to use these facilities in an acceptable manner. You must familiarise yourself with the UCL Information Security Policy; this includes an awareness that failure to comply with these regulations may lead to disciplinary action, up to and including dismissal from UCL without notice, and may expose you to court proceedings attracting both criminal and civil liability.

## 12.9 Library Facilities

You will have access to UCL's Library facilities while you are a registered student at UCL. Your use of the Library facilities will be subject to the UCL Library Regulations; you should familiarise yourself with those regulations. This includes awareness that failure to comply with those regulations may lead to certain sanctions, penalties and/or other disciplinary action.

## 12.10 Disability

The UCL Student Disability Policy outlines the ways in which UCL addresses the needs of disabled students. UCL is firmly committed to offering an excellent education to all students and central to this policy is UCL's intention to take account of individual need and to work with disabled students to find appropriate and practical solutions to any problems that might arise.

## 12.11 Insurance

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 your department.

## 12.12 Data Protection

Personal information on students is held by various UCL and University of London support services. The data is held for the purposes of operating several internal UCL or University of London processes, including admissions procedures and maintenance of your academic records after admission. The data is also required for the purposes of compiling statutory statistical and personal returns which UCL is obliged to make to certain external or

governmental agencies. When you leave UCL, we will provide your information and data to UCL's Development and Alumni Relations Office (DARO). DARO will provide you with information on how they will use your information but you consent to us providing the information to DARO when you leave UCL. Further details are available via the UCL General Statement on Data Protection.

## 12.13 Notices

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, post, or fax. UCL will use e-mail as a primary means of communication for sending you important information, although any particularly important documents will also be sent by post to your last recorded address.
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 were lost or delayed when automatically forwarded to a personal e-mail address (e.g. Hotmail, Yahoo, etc).
3. You are responsible for maintaining up-to-date address and other contact details via your Portico account, otherwise any notices or information sent to your last recorded address will be deemed to have been properly given.
4. 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 UCL network.

## 12.14 Student Complaints Procedure

1. UCL has an established Student Complaints Procedure for dealing with both academic and non-academic complaints and representations from students. Formal complaints should only be submitted if informal discussion fails to resolve the matter satisfactorily or would be wholly inappropriate and if there appear to be genuine grounds for making a complaint.
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. Where a complaint has exhausted all of UCL's internal procedures, and subject to meeting the OIA's criteria, a student may take their complaint to the OIA. Further details are available from the [OIA web site](#).
3. The Rights and Advice Office, which is based in the UCL Students' Union, is a central point of information on all aspects of concern to students, including financial, welfare and academic matters.

## 12.15 Governing Law and Third Parties

1. The contractual relationship between you and UCL shall be governed by, and interpreted in accordance with, the laws of England and Wales. By entering into this relationship, UCL and you agree to accept the authority of the courts of England and Wales.
2. 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.
3. 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.

## 12.16 Questions and Useful Contacts

If you have a query about any of the terms set out in this Statement you should initially contact the relevant office within UCL. If you have a query about this Statement which cannot be resolved by colleagues in any of the offices named above, then please send your query to the Registrar, by e-mail to [srs-compliance@ucl.ac.uk](mailto:srs-compliance@ucl.ac.uk).

## 12.17 Relevant Documents and Information

- UCL Prospectus and other recruitment material
- General Conditions for Entry – supplied with offer letter, not available online
- Students website
- Tuition fees
- Accommodation fees
- UCL Information Security Policy
- UCL e-mail
- UCL Library Regulations
- UCL Student Disability Policy
- UCL General Statement on Data Protection
- Intellectual Property Rights (IPR)
- Chapter 6, Section 1: Code of Conduct for Students
- Chapter 6, Section 8: Student Disciplinary Code and Procedure
- Chapter 6, Section 10: UCL Student Complaints Procedure