

TERMS AND CONDITIONS FOR UNDERGRADUATE STUDENTS

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UNIVERSITY COLLEGE LONDON

TERMS AND CONDITIONS FOR UNDERGRADUATE STUDENTS

Introduction

It is important that you read this document carefully before accepting your 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 SECTIONS 5, 9, 13, 14 and 15.

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. “**UCL**”, “**we**” or “**our**” refer to University College London. “**You**” or “**your**” refer to applicants, offer holders and current students of UCL, unless a section of these Terms specifies otherwise, in which case the specified provision applies only to the mentioned category. These Terms are separated out into five core parts:

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 your attention to the information regarding the UCL’s right to make changes (including changes to your Programme) and your corresponding rights 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 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 personal 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**. The Terms also refer in places to specific Student Regulations and Policies (e.g., academic regulations currently contained in the Academic Manual, and data protection policies), details of 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 student), please get in touch with us. A useful list of contacts is set out in the [Appendix 1 – 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. In the case of Offers for a Programme at undergraduate level administered through UCAS, that will be done through UCAS.
- 1.2 In order to accept an Offer, you must communicate that acceptance to UCL (**Acceptance** or **Accept**). The way that this is done will depend on how the Offer has been communicated to you. In the case of Acceptance of an Offer for a programme at undergraduate level, Acceptance must be communicated through UCAS. For programmes not administered by UCAS, Acceptance can be communicated through the applicant portal or by written confirmation of Acceptance. When you Accept an Offer for a place on the Programme, you accept these Terms, which along with:
 - 1.2.1.1 your Offer;
 - 1.2.1.2 the Programme Summary Sheet (provided with your Offer); and
 - 1.2.1.3 the Student Regulations and Policies,form a legally binding contract between you and UCL (**Contract**).
- 1.3 Your Offer and/or right to enrol and/or participate on the Programme is conditional on the following conditions being met:
 - 1.3.1 any conditions specified in the Offer communicated to you on the applicant portal and/or anything contained on the UCAS 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 31 August in the year in which the Programme is due to commence;
 - 1.3.2 you have paid any amounts that are due on enrolment (as outlined in the terms of your Offer);
 - 1.3.3 you have permission to study in the UK, or failing to demonstrate that, you have the correct immigration permission, or comply with any immigration condition;
 - 1.3.4 there must be no change in your circumstances (including your Visa or immigration permission) which would place you in breach of these Terms. Such a change in circumstances would include anything that would entitle UCL to:
 - 1.3.4.1 withdraw you from your Programme in accordance with these Terms; or
 - 1.3.4.2 discipline you, if you had been (at the time) a student at UCL;
 - 1.3.5 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;
 - 1.3.6 you must have a good command of English and pass any English language test, if applicable, to the standard acceptable to UCL (please note, any extra expense incurred in doing so will be your responsibility);
 - 1.3.7 you must not have a serious criminal conviction, such as a sexual, violence or dishonesty offence that UCL deems would make it unsuitable for you to be admitted to the Programme. For these purposes a serious 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;
 - 1.3.8 you must provide, promptly and by any deadline UCL specifies, any information or evidence UCL reasonably requires about you, in particular to enable UCL to comply with its obligations (for example, its student sponsor duties, including issuing a CAS number as described in section 3.4); you must ensure that all such information is true, complete and accurate in all respects, and promptly inform UCL of any updates or changes;

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- 1.3.9 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; and
- 1.3.10 you must comply with the Student Regulations and Policies (see section 18 for further details).
- 1.4 It is important that you provide accurate information in your application to study at UCL. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 1.5 Unless and until you have satisfied the conditions described in section 1.3 (or we have specifically confirmed to you in writing that one or all of the conditions does not apply to you):
 - 1.5.1 UCL may end the Contract;
 - 1.5.2 UCL may refuse to enrol or re-enrol you (as applicable);
 - 1.5.3 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
 - 1.5.4 If UCL exercises any of its right under 1.5.1 to 1.5.3, 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; and
 - 1.6.2 any Offer that we make can be withdrawn or amended, by giving you written notice, at any time prior to your Acceptance of the Offer.

2 Cancelling your Contract

- 2.1 If you have entered into the Contract "at a distance" (i.e. using the UCAS system 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 (the "**Cancellation Period**"). These rights arise under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you have not entered into the Contract "at a distance" the right to cancel will not apply unless required by law. Sections 2.2, 2.3 and 2.4 are based on the assumption that you have entered into the Contract "at a distance".
- 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 delivering your Programme, your Acceptance amounts to a specific instruction for us to commence delivering your Programme during the Cancellation Period. You will, though, still have a right to cancel the Contract during the Cancellation Period.
- 2.3 If you cancel the Contract under section 2.1, 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 delivery of your Programme to you during the Cancellation Period, we reserve the right to charge you a reasonable amount (in proportion to any teaching you have received, in comparison with the full coverage of the Contract) for teaching provided up until the time you tell us that you wish to cancel the Contract. UCL may therefore retain some of the Fees paid by you when we make a refund to you.
- 2.4 We will make any refunds due to you as soon as reasonably possible, and in any event within fourteen (14) days of you telling us that you wish to cancel your Contract in accordance with section 2.1.
- 2.5 If you withdraw from your Programme outside of the Cancellation Period, depending on the date you withdraw, you may be liable for a proportion of your Tuition Fees. Please see [here](#) for further information.
- 2.6 To cancel your Contract with us you will need to use the process provided by UCAS and comply with the UCAS terms and conditions. Where your application is not administered through UCAS, you may also cancel your Contract using one of the following methods:

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- 2.6.1.1 using the process in the online applicant portal;
- 2.6.1.2 by using the [contact form](#) provided on the UCL website; or
- 2.6.1.3 by posting or emailing the completed form contained in Appendix 2 in accordance with the instructions in Appendix 2.

3 Visa requirements

- 3.1 All students registered at UCL must have permission to study in the UK throughout their Programme, regardless of which country they are from. You will need to provide original evidence of your permission to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.
- 3.2 UCL is required by law to verify that you have immigration permission to study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have permission to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a current passport, an immigration officer's stamp obtained at the UK border, or an electronic copy of an eVisa produced using the online 'view and prove' service. If your immigration permission is a Visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have permission to study throughout your Programme and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain or stay which is due to expire during your Programme, you will be required to demonstrate to us that you have obtained further permission to remain or stay or, where relevant, Indefinite Leave to Remain or Settlement. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your Programme or withdraw you from your Programme (as set out in sections 1.4 and 13.3.6).
- 3.3 If you require a Visa to study at UCL it is your responsibility to obtain the appropriate Visa before starting your Programme. By agreeing to these Terms, you also agree to abide by the terms and conditions of your Visa throughout your Programme. Failure to abide by conditions of stay may lead to termination of the Contract and your enrolment as a UCL student. Information on conditions of stay relevant to your particular immigration status can be found on the Government's Visa and Immigration website. The terms and conditions of your Visa take precedence over these Terms to the extent that there is any inconsistency between them.
- 3.4 If you need to be sponsored under the Points Based System as a Student, you will need a Confirmation of Acceptance for Studies ("CAS") number in order to obtain a visa. We may only issue a CAS once we are satisfied that you have met all applicable requirements (including providing any information or evidence required under section 1.3.8), and provided that a sufficient number of CASs have been allocated to UCL by the Home Office. As such, while UCL will do what it reasonably can to provide you with a CAS number where requirements are met, it is under no legal obligation to do so.
- 3.5 If UCL sponsors you under the Student Visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to UCL. UCL complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to UCL providing UKVI with any information required pursuant to UCL status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform UCL immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Programme.

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- 3.6 On occasion, UCL may need to contact UKVI to clarify details on outstanding Visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the data protection legislation. Please refer to the UCL Data Protection Policy (details of which can be found in Part 5).
- 3.7 Non-compliance with the conditions of your Visa could also result in the cancellation of your Visa, fines and/or a ban on entry to the UK by the UK government.
- 3.8 Many categories of Visa are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student Visa route is not permitted. As a licensed sponsor, UCL has a duty to notify UKVI if we become aware of any instances of our sponsored students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to the cancellation of the Student Visa.
- 3.9 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, UCL may: refuse to admit, enrol, or re-enrol you, or may, on written notice, withdraw your Visa sponsorship or suspend or terminate your studies (as set out in sections 1.4 and 13.3.6). If the Offer is withdrawn, UCL refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 3.10 Where a sponsored Student takes a leave of absence, UCL may be required to report the leave of absence to UKVI, which may lead to the cancellation of their Visa. Sponsored Students in this case will be required to obtain a new Visa or other immigration status, at their own expense, before returning to UCL following their leave of absence.
- 3.11 For the avoidance of doubt, UCL is not responsible for you meeting the conditions of the Graduate route. UCL shall not be responsible for any changes to the UK Immigration Rules which result in you no longer being eligible to study at UCL.

PART 2 – WHAT YOU CAN EXPECT FROM UCL

4 UCL's provision of services

4.1 UCL shall:

- 4.1.1 **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 the Programme Summary Sheet provided with your Offer.

- 4.1.2 **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.

- 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 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.

- 4.1.5 **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 Regulations and Policies), you will be eligible for the award of the relevant UCL qualification from UCL. For UCL Programmes, UCL arranges graduation ceremonies which students can attend to receive their award.

- 4.2 UCL's commitments under this section 4 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 Fees** (defined in section 9) and/or are subject to disciplinary action.

5 UCL's Ability to make Changes to Programmes and Modules

- 5.1 The organisation, timetabling and operation of Programmes is a significant and complex exercise. Various internal and external factors can impact on how UCL manages its teaching and learning spaces and resources.

- 5.2 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 and Modules where we think this is reasonable and/or it is needed. 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.

- 5.3 The changes that UCL may need to make, not including where section 15 (Events Outside UCL's Control) applies, are categorised as follows:

- 5.3.1 **Programme Cancellation**

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

5.3.2 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 UCL's 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.

5.3.3 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.

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

5.5 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.

5.6 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. 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.

5.7 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.

5.8 If you transfer to a Replacement Programme under section 5.5 and the Replacement Programme is at:

5.8.1 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.

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

5.9 If you end the Contract under:

5.9.1 section 5.5, 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 your 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;

5.9.2 section 5.6, you will be treated as a withdrawing student and the rules around fee liability for [interrupting and withdrawing students](#) will apply.

6 Changes to UCL's Student Regulations and Policies

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- 6.1 During your Programme, we may update and replace our Student Regulations and Policies from time to time in order to ensure that UCL operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Such changes will not affect the content of your Programme.
- 6.2 Any changes made under this section 6 will normally come into effect at the start of the next academic year. UCL will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 6.3 The updated Student Regulations and Policies will be made available on the UCL website and may be publicised by other means so that students are made aware of any changes.

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

7 Your responsibilities as a UCL student

- 7.1 By accepting an Offer to study at UCL, you commit to:
- 7.1.1 **Follow UCL’s instructions and process for pre-enrolment/registration and enrolment**
Once the conditions for accepting your place on a Programme have been met, you will need to enrol before you can participate on your Programme. UCL’s instructions and the process for pre-enrolment / registration and enrolment will be set out in a communication to you via email.
 - 7.1.2 **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 9.
 - 7.1.3 **Comply with these Terms.**
 - 7.1.4 **Comply with UCL’s Student Regulations and Policies.**
There are a number of different Student Regulations and Policies that are relevant to your study. These are listed and summarised in Part 5.
 - 7.1.5 **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 you 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. In particular, you will need to provide requested information and/or updates in a timely manner and in accordance with any deadlines specified by UCL.
 - 7.1.6 **Maintain and evidence an immigration status that entitles you to undertake your Programme**
 - 7.1.7 **Fulfil the academic requirements of your Programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by UCL.**
- 7.2 While you are a student at UCL, you must take reasonable care of yourself and all others who may be affected by your acts and omissions, and 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.
- 7.3 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.

8 Complaints

- 8.1 UCL has an established [Student Complaints Procedure](#) which should be used for 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](#).
- 8.2 For more information about the complaints procedure including the time limits in which to submit a complaint and what cannot be addressed under the complaints procedure, please see the [Student Complaints Procedure](#).

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- 8.3 If your complaint has exhausted all of UCL's internal procedures under the Student Complaints Procedure, you may take your complaint to the Office of the Independent Adjudicator ("OIA") (subject to meeting the OIA's criteria for accepting complaints). Further details are available from the [OIA web site](#).
- 8.4 The Advice Service, which is based in the Students' Union UCL, is a central point of information that can be helpful on all aspects of concern to students, including financial, welfare and academic matters.

9 Tuition Fees

- 9.1 During and in connection with your Programme, you will be required to pay fees to UCL ("Fees"). These will or may include:
- 9.1.1 **Fees that are directly related to us providing you with tuition, facilities 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.
- 9.1.2 **Other fees related to your Programme ("Other Programme-Related Costs")**
The amount of other Programme-related costs 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.
- 9.1.3 **Additional costs connected to Tuition Fees ("Additional Costs")**
Where required or permitted by law, any costs (including levies, taxes, or similar financial charges) that we are required to pay any governmental authority in connection with Tuition Fees.
- 9.2 Up to date details on Tuition Fees can be found on the [UCL Fees Schedule](#).
- 9.3 The Tuition Fees that you are required to pay for your first year of study are set out in your Offer and details of any Other Programme-Related Costs will be set out in the Programme Summary Sheet. If you Accept an Offer, details of the Tuition Fees and any Other Programme-Related Costs will also be set out 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.
- 9.4 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.
- 9.5 **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.**
- 9.6 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.
- 9.7 Many programmes last several years, and UCL reserves the right to increase your Tuition Fees each year, reflecting the changes in costs of delivering your Programme, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew UCL facilities (for example, buildings, IT and library facilities) and inflation. UCL therefore reserves the right to increase Tuition Fees annually from the commencement of a new academic year to recognise these changes (as set out in section 9.8 below).

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- 9.8 In any event, a Tuition Fees increase on the previous academic year's Tuition Fees for the same Programme shall not exceed an amount equal to the average percentage increase in RPI-X (the Retail Prices Index excluding mortgage interest payments) in the 12 months preceding the decision to increase Tuition Fees, subject at all times to the Tuition Fees for those paying UK rates not exceeding any cap imposed by the UK Government from time to time.
- 9.9 UCL reserves the right to increase Fees to reflect any Additional Costs. For the avoidance of doubt, this includes any Additional Costs that may be introduced or varied by the UK Government during the course of your Programme.
- 9.10 Where increases to Fees under section 9.7 or 9.9 are made, UCL will aim to provide affected students with no less than three months' written notice before the change takes effect. Where it is not reasonably possible to give three months' notice, UCL will provide as much notice as reasonably possible.
- 9.11 **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 need to 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 [living expenses and additional costs](#).**
- 9.12 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).

10 Payment of fees

- 10.1 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 accordance with these Terms.
- 10.2 You must pay your Fees in accordance with the terms set out [here](#) and the payment deadlines set out [here](#).
- 10.3 UCL's payment methods are set out [here](#). All payments are handled through Flywire who may undertake their own compliance checks before transferring payments to UCL
- 10.4 UCL does not accept payment of Fees in cash.
- 10.5 You are responsible for knowing the exact source of funding of your tuition fees.
- 10.6 Where unauthorised funds are received into UCL's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) UCL may return funds back to the payer, and you will be required to make direct payment to UCL immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by UCL as a result of returning funds to you. Where a third party is responsible for payments on your behalf, the invoice will be sent directly to the sponsoring organisation. If your sponsoring organisation does not pay your Fees on your behalf, you will be liable to pay the Fees, so you must ensure that your sponsoring organisation pays in a prompt and timely fashion.
- 10.7 **If any Fees remain outstanding after the due date for payment set out in your Offer, UCL will send you a written notification requesting that you make payment within 30 days. If You fail to pay by the date specified in the written notification, UCL reserves the right to do any or all of the following:**
- 10.7.1 suspend or terminate your participation in your Programme and/or registration as a student at UCL;
 - 10.7.2 prevent you from enrolling or re-enrolling on your Programme (where applicable);
 - 10.7.3 withhold any award you are entitled to;
 - 10.7.4 withhold your results;
 - 10.7.5 prohibit you from sitting examinations/submitting coursework;

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- 10.7.6 prohibit you from using library or computing facilities or services;
- 10.7.7 prohibit you from accessing online Programme content;
- 10.7.8 prohibit you from attending classes; and/or
- 10.7.9 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;
- 10.8 Students whose registration at UCL is suspended or cancelled under section 10.7.1 above remain liable for payment of any outstanding Fees.
- 10.9 Where any of sections 10.7.1-10.7.9 apply, UCL will not be required to perform its obligations set out in these Terms.

11 Student Accommodation

- 11.1 If you have secured a place in UCL-managed accommodation, you will occupy that accommodation under a separate agreement with UCL.
- 11.2 UCL will not apply the sanctions set out at 10.7.1-10.7.3 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

12 Data protection

- 12.1 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).
- 12.2 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.
- 12.3 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).

13 Suspending and Ending the Contract

- 13.1 UCL may suspend the Contract, and consequently its obligations to you, if permitted by and in accordance with these Terms and/or any of the Student Regulations and Policies.
- 13.2 If you are suspended by UCL in accordance with the Student Policies and Regulations, UCL's obligations under the Contract shall be suspended for the duration of your suspension.
- 13.3 **UCL may end the Contract** at any time and expel you immediately by giving you written notice if:
 - 13.3.1 you fail to pay any Fees within 30 days of us notifying you that your Fees are outstanding;
 - 13.3.2 you do not or cease to meet any of the conditions specified in section 1.3 at any time;
 - 13.3.3 it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - 13.3.4 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;
 - 13.3.5 you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out in the Student Regulations and Policies (including, without limitation, in respect of your attendance or academic results);
 - 13.3.6 you do not meet your obligations as a sponsored student or you no longer have immigration permission to study in the United Kingdom;
 - 13.3.7 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; or
 - 13.3.8 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.
- 13.4 **If you are excluded** from UCL or your studies are terminated in accordance with section 13.3, the Contract shall automatically end with effect from the date of your expulsion or termination and you will remain liable for any outstanding Fees (further information is set out [here](#)).
- 13.5 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 relevant section on UCL's website "Interrupting or withdrawing from your studies". If you:
 - 13.5.1 interrupt your participation in the Programme, UCL's obligations to you will be suspended for the full duration of that interruption;

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13.5.2 withdraw from the Programme by notifying UCL via [askUCL](#), that will end the Contract.

13.6 If and when the Contract comes to an end for any reason, it will be necessary for certain provisions in these Terms to continue in force. Where any provision states that it survives termination or by implication the provision should or does survive termination, it will do so. Examples of the Terms that will survive termination are sections 7.1.2, 8, 10.1 to 10.7, 12, 10.6, 14, 16 and 17.

14 Liability and Insurance

14.1 **Your attention is particularly drawn to this section because it imposes certain restrictions on UCL's potential liability to you.**

14.2 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.

14.3 Subject to section 14.2, 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.

14.4 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.

14.5 Subject to sections 14.2, 14.3 and 14.4 UCL's total aggregate liability to you under or in connection with the Contract (whether in contract, tort or otherwise) is limited to an amount equivalent to twice the total Tuition Fees paid or payable by you in connection with your Programme.

14.6 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.

15 Events outside UCL's control

15.1 **Your attention is particularly drawn to this section because it imposes certain restrictions on UCL's potential liability to you.**

15.2 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.

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- 15.3 The circumstances or events set out in section 15.2 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.

16 Notices

- 16.1 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, although any particularly important documents will also be sent by post to your last recorded address.
- 16.2 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.).
- 16.3 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.
- 16.4 Subject to section 2.6 of these Terms, a notice under this section 16 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: [askUCL](#).
- 16.5 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.
- 16.6 Please note that this section 16 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>.

17 General

- 17.1 If any term of the Contract 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.
- 17.2 In the event of any conflict or inconsistency between the terms and conditions set out in these Terms and the terms of any document either linked or referred to in these Terms, the terms and conditions set out in these Terms shall prevail.
- 17.3 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.
- 17.4 These Terms and the relationship between UCL and you shall be governed by and interpreted in accordance with English law.
- 17.5 Both UCL and you agree to the exclusive jurisdiction of and to accept the authority of the courts of England and Wales except that UCL may take action in any jurisdiction in relation to any infringement of UCL's intellectual property rights.

PART 5 - STUDENT REGULATIONS AND POLICIES

18 UCL's Student Regulations and Policies

- 18.1 Details of all of UCL's Student Regulations and Policies can be found in the [Academic Manual](#) and as repeated or supplemented at <http://www.ucl.ac.uk/students/policies>. It is important that you read and understand the Student Regulations and Policies as it is a requirement of the Contract that you comply with them.
- 18.2 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.
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 expulsion 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.

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Student Regulation	Summary
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
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
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 – 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 2 – Cancellation Form

To: Undergraduate 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