

UNIVERSITY OF LONDON

Distance and flexible learning programmes

TABL	E OF C	ONTENTS			
	Important information regarding the Terms and Conditions				
	1	Introduction	3		
BEFORE YOU REGISTER					
	2	Application	6		
	3	Evidence of Qualifications	6		
	4	Offers	6		
	5	Changes to an Offer	7		
	6	Changes to the Programme prior to Registration	7		
REGISTERING AS A STUDENT					
	7	Acceptance of an Offer	8		
	8	Changes to the Programme after Registration	8		
	9	Studying on the Programme	9		
	10	Fee Payment and Payment Methods	10		
	11	Registration Fee	11		
	12	Continuing Registration Fee	11		
	13	Payment of Fees by a Third Party	12		
	14	Non-Payment of Fees	12		
	15	Liability	12		
	16	University of London Recognised Teaching Centres	13		
	17	Your Right to Cancel	13		
	18	Complaints Procedures	14		
	19	Disciplinary Offences	15		
	20	Intellectual Property	15		
	21	Data Protection	15		
	22	General	15		
	Schedule 1 – Data Protection Schedule				
	Appendix 1: Model Cancellation Form				

IMPORTANT INFORMATION REGARDING THE TERMS AND CONDITIONS

Last revised 12 April 2023

These Student Terms and Conditions are administered by the University of London Worldwide, a Central Academic Body of the University of London. The study of programmes through other Central Academic Bodies (the School of Advanced Study and the University of London Institute in Paris) or at member institutions of the federal University of London are governed by separate student terms and conditions. See the individual websites for further information.

Key Changes applied to Student Terms and Conditions 2023-24

- I. Please note in clause 1.3 that the regulations, policies, and procedures may be amended from time to time by the University.
- II. We have updated the provisions of clause 9.2.2 to clarify the computer requirements.
- III. We have updated the provisions of clause 9.4 and 1.3.14 to include reference to University of London Ordinance 15: Termination of Registration on Academic Grounds (Other than Failure in a Prescribed Examination).
- IV. We have updated the provisions of clause 15 which impose certain restrictions on the University's potential liability to you.
- V. We have updated the provisions of clause 17.4 to clarify that in the event of you cancelling your contract with us, physical materials will need to be returned upon the request of the University.
- VI. We have included a model cancellation form in Appendix 1.
- VII. Please note the updated General Regulations which contain new provisions relating to registration and minimum credit requirements which if not met may result in the University withdrawing you from your Programme.

1 INTRODUCTION

1.1 By accepting your Offer, or by continuing your registration, you accept these Terms and Conditions in full which form the Contract between the University ("us", "we", "our", or the "University") and you ("you" or "your") for this Academic Year. If you have any questions or concerns about your Contract with us, you should contact us using the Contact Us link on our website before accepting the Offer. Where any words are capitalised throughout these Terms and Conditions, they shall have the meanings set out below.

1.2 **Definitions**

In these Terms and Conditions:

Term	Meaning
"Academic Year"	for the purposes of this document, this means the period of your current registration. An Academic Year starts in October or January of any given calendar year, and may have entry points throughout this period.
"Application Fee"	means the non-refundable fee for your application to be considered by us.
"Cancellation Date"	has the meaning set out in clause 17.2.
"Continuing Registration Fee"	means the fee which you are required to pay (where applicable) in order to re-register with us for each Academic Year after the first year of your studies. This includes the module fee for any additional modules where fees are paid module by module without a specific Continuing Registration Fee
"Contract"	means the agreement between you and us in relation to your studying a Programme through the University. These Terms and Conditions, including their schedule(s), and the regulations, policies and procedures referred to in this document form the Contract.
"Fee Payment Methods"	means the payment methods set out on our website.
"Offer"	means an offer to you from the University of a place on a Programme.
"Programme"	means your prospective or registered programme of study with the University.

Term	Meaning
"Programme Fees"	means fees payable to the University which include, where applicable, Registration Fees, Continuing Registration Fees, module/course fees, and assessment entry fees as indicated in the <u>published fee schedule</u> for the relevant Programme.
"Registration Deadline"	means the last date for online registration with us as notified to you in the Offer.
"Registration Fee"	means the fee you are required to pay to register with us for your first Academic Year. For some Programmes, this may be included in a module/ course fee as indicated in the <u>published fee schedule</u> for the relevant Programme.
"Study Session"	means a defined period of time allocated for the study of a specified module, or modules.
"Terms and Conditions"	means these terms and conditions including all schedules.
"University"	means the University of London, an exempt charity and statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU
"University of London Recognised Teaching Centre"	means a teaching centre that supports students studying for the Programme and is recognised under the University of London Teaching Centres Recognition Framework (TCRF) with the University.
"University of London Student Complaints and Academic Appeals Procedure."	means our academic appeals and complaints policy and procedure which can be found by accessing the links set out in clause 1.3.
"Virtual Learning Environment"	means the virtual learning environment that provides you with access to your Programme materials. This includes the University of London Virtual Learning Environment or, where applicable, external platforms, such as 2U or Coursera.

1.3 There are other regulations, policies and procedures which apply to your registration (or continuing registration) at the University and your Programme. Details of the regulations, policies and procedures can be found in the table below. You should be aware that the regulations, policies, and procedures may be amended from time to time by the University. It is your responsibility to read these documents carefully as they form part of the Contract between us and you. You acknowledge that you may be required to accept a third party's terms to use their platform or software for the delivery of your Programme or assessments.

	Document	Location of Document
1.3.1	University of London Statutes, Ordinances and Regulations	https://london.ac.uk/about-us/how-university- run/central-university-administration/statutes- ordinances-and-regulations
1.3.2	General Regulations	http://www.london.ac.uk/regs
1.3.3	Programme Specifications	Located on the individual Courses webpage https://london.ac.uk/courses
1.3.4	Programme Regulations	http://www.london.ac.uk/regs
1.3.5	University of London Student Complaints and Academic Appeals Procedure	https://london.ac.uk/current-students/complaints- and-appeals-procedure
1.3.6	University of London Ordinance 17: Code of Student Discipline	https://london.ac.uk/about-us/how-university- run/central-university-administration/statutes- ordinances-and-regulations
1.3.7	Intellectual Property Policy – Part E of the policy applies to students	https://london.ac.uk/sites/default/files/governance/in tellectualpropertypolicy.pdf
1.3.8	Data Protection Policy	https://london.ac.uk/about-us/how-university- run/policies/data-protection-policy
1.3.9	Fees Schedule	https://london.ac.uk/applications/costs-your- course/course-fees
1.3.10	University of London Refund and Compensation Policy	https://london.ac.uk/applications/costs-your- course/how-pay-your-fees
1.3.11	VLE Code of Conduct	https://london.ac.uk/about-us/how-university- run/policies/vle-code-conduct
1.3.12	Portal Terms and Conditions	https://my.london.ac.uk/terms-and-conditions
1.3.13	Student Privacy Notice	https://london.ac.uk/about-us/how-university- run/policies/data-protection
1.3.14	University of London Ordinance 15: Termination of Registration on Academic Grounds (Other than Failure in a Prescribed Examination)	https://london.ac.uk/about-us/how-university- run/central-university-administration/statutes- ordinances-and-regulations

BEFORE YOU REGISTER

2 **APPLICATION**

- 2.1 We will only assess your application once you have paid any Application Fee relevant to your Programme.
- 2.2 It is your responsibility to ensure that all of the information, which you provide to us, is true, accurate, and complete, and that you have not omitted any key information.
- 2.3 If we discover that your application contains incorrect or fraudulent information or if you are found to have omitted key information from your application, we may withdraw or amend any Offer, or act in accordance with the General Regulations. If such information is discovered after you have registered with us or after you graduate, we have the right to terminate your registration without compensating you and/or revoke any subsequent award.

3 EVIDENCE OF QUALIFICATIONS

Where we require satisfactory evidence of your qualifications:

- 3.1 Before receiving your Offer, you will be required to provide or facilitate the provision of verified copies of your transcripts and/or certificates. Acceptable means of providing these documents and their verification are set out on the <u>website</u>.
- 3.2 The University randomly samples and audits the authenticity of the documentation provided to us under clause 3.1. We will normally request evidence of your qualifications directly from the awarding body. If we do not receive evidence to our satisfaction, this may prevent us from making you an Offer.

4 OFFERS

- 4.1 If you meet the academic requirements and any other applicable requirements for admission upon making your application to us, we will make you an Offer.
- 4.2 If you do not yet meet the requirements for admission upon making your application to us, you will receive an advice letter setting out any outstanding academic and/or other requirements for admission that you will need to satisfy within a timeframe set out in that letter.

- 4.3 Once you notify us that you have satisfied any outstanding requirements and have provided evidence that is acceptable to us, both within the timeframe set out in the advice letter, we will make you an Offer.
- 4.4 If you have not satisfied the outstanding requirements within the timeframe set out in the advice letter, your application and the content of the advice letter will be deemed to have expired, and you will have to reapply.

5 CHANGES TO AN OFFER

5.1 We may make changes to the Offer at any time before you accept it. We will inform you as soon as possible and issue an updated Offer.

6 CHANGES TO THE PROGRAMME PRIOR TO REGISTRATION

6.1 Due to the period between prospectus publication and your registration, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the Programme or services described in the prospectus. We will use reasonable efforts to ensure that changes are kept to a minimum, but if we are required to make any material changes to your Programme (as described in the Offer and/or prospectus) before you register at the University, we shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change/s will adversely affect you, you may withdraw your application for the Programme or apply to another programme offered by us for which you are qualified. Where you withdraw your application in these circumstances, any Application Fee paid by you will be refunded.

6.2 Cancellation of Programme

We will use all reasonable efforts to deliver all Programmes described in the prospectus. However, if there are insufficient student numbers either to make a Programme viable or to deliver a quality student experience, we may cancel the Programme. If you have received an offer for any Programme described in the prospectus, but we discontinue the Programme **prior to your registration** with the University, we will notify you as soon as possible and, where possible, we will recommend an alternative University programme for which you are qualified. If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may withdraw your application.

Where you withdraw your application in these circumstances, any Application Fee paid by you will be refunded.

REGISTERING AS A STUDENT

7 ACCEPTANCE OF AN OFFER

- 7.1 If you have met all the academic and/or other requirements for admission and have received an Offer from us, you can accept the Offer by registering with us online by the Registration Deadline.
- 7.2 If you do not register with us online by the Registration Deadline, your Offer will lapse.

8 CHANGES TO THE PROGRAMME AFTER REGISTRATION

- 8.1 Once you have registered as a student of the University, we will use our reasonable efforts to deliver your Programme as per the terms of the Contract.
 - 8.1.1 In circumstances where there is no material disadvantage to you, we reserve the right to make minor variations to the contents or methods of delivery of Programmes from those described in the prospectus. These will be made to improve the quality of the educational services, to meet the latest requirements of regulators, a commissioning or accrediting body, or in response to student feedback. We will notify you of these changes by posting the updated Programme information on our website and drawing the specific changes to your attention and, where reasonably practicable, providing notification to you (whether to you specifically or generally to the UoL student population).
 - 8.1.2 In circumstances where it is necessary to make a material change to your Programme (likely to have a significant impact on your studies as reasonably determined by us), we will consult with you before final decisions are made and consider your concerns. We will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your Programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund your Programme Fees paid to date.

8.2 **Discontinuing a Programme**

- 8.2.1 If we discontinue your Programme because of matters beyond our control and we are unable to complete delivery of the Programme, we will inform you as soon as is reasonably possible. In such circumstances we will endeavor to offer the Programme for a period of up to 5 years from such notification or until the last student has completed their studies, if this is sooner.
- 8.2.2 If, following such notice, we are unable to offer the Programme for a period of up to 5 years or until the last student has completed their studies, if this is sooner, then we will use all reasonable efforts to transfer you to a suitable alternative University programme for which you are qualified. If we are unable to provide a suitable alternative programme, or if you are unhappy with the recommended alternative programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees and we may refund Programme Fees paid to date.

8.3 **Refund and Compensation Policy**

Fees may be refunded in accordance with the <u>University of London Refund and Compensation</u> <u>Policy</u> at clause 1.3.10 above.

9 STUDYING ON THE PROGRAMME

- 9.1 We shall:
 - 9.1.1 deliver your Programme with reasonable care and skill and in accordance with the description applied to it in the Programme Specification for the Academic Year; and
 - 9.1.2 clearly set out the academic requirements for the Programme to you.
- 9.2 You shall:
 - 9.2.1 use all efforts to fulfil the academic requirements of your Programme in accordance with the terms of the Contract, including ensuring that all work you submit is entirely your own; and
 - 9.2.2 ensure that you have appropriate access to a suitable computer with microphone and web camera, an appropriate internet connection, and any

related requirements as set out in your Programme Specification which will include particular requirements relating to portable computers and mobile telephone devices to receive code for multifactor authentication if necessary for your Programme.

- 9.3 You acknowledge that degrees obtained by online and distance learning are not always recognised by relevant authorities such as ministries of education or regulators, including for the purposes of public sector employment or further study. You recognise that it is solely your responsibility to check the position regarding such recognition in your local context before registering for an online and distance degree, whether or not supported by a Recognised Teaching Centre.
- 9.4 You recognise that your registration may be terminated on academic grounds (other than failure in a prescribed examination) under the circumstances set out in the University's Ordinance 15 at clause 1.3.14.

10 FEE PAYMENT AND PAYMENT METHODS

- You agree to pay all fees required for your Programme. These consist of
 Programme Fees and any applicable charges associated with your study with us.
 Information in relation to Programme Fees and how to pay can be found at clause
 1.3.9. Fees are only payable in accordance with the Fee Payment Methods.
- 10.2 The following elements of the Programme Fees, as applicable, are non-transferable within the same Academic Year and cannot be carried forward to subsequent Academic Years:
 - 10.2.1 Registration Fee; and/or
 - 10.2.2 Continuing Registration Fee; and/or
 - 10.2.3 Assessment entry fees.
- 10.3 Any fees payable to external parties, including, where applicable, examination centres or fees payable to third party payment processors, are your sole responsibility.
- 10.4 You acknowledge that, where applicable and in line with our fees schedules in clause 1.3.9, certain fees are not included in your Programme Fees and are

payable to us separately. These include non-refundable fees in respect of a number of optional services.

- 10.5 Where the University is required to pay local taxes or charges to relevant authorities in connection with your course of study, we will add these charges to your Programme Fees.
- 10.6 Fees may be refunded in line with the <u>University of London Refund and</u> <u>Compensation Policy at clause 1.3.10 above.</u>

11 **REGISTRATION FEE**

- 11.1 To register for your first Academic Year, you must pay the Registration Fee in accordance with the applicable Fee schedule. Until the Registration Fee is paid in full:
 - 11.1.1 you cannot register with us for your first year of studies; and
 - 11.1.2 we will not release your first year Programme materials to you, including through the Virtual Learning Environment.

12 CONTINUING REGISTRATION FEE

- 12.1 As part of your obligation to pay any applicable Programme Fees, where you are required to pay a Continuing Registration Fee as indicated in the relevant Programme fee schedule, you must do this annually when requested for each subsequent year of your studies after the first Academic Year.
- 12.2 Until the Continuing Registration Fee is paid in full:
 - 12.2.1 you cannot re-register with us;
 - 12.2.2 we will not release the relevant Programme materials to you, including through the Virtual Learning Environment; and
 - 12.2.3 you will not be able to enter any assessments for the Academic Year;
- 12.3 Where no Continuing Registration Fee is payable, you may still be required to reregister with us for each subsequent year of your studies after the first Academic Year. Until you re-register, we will not release the relevant Programme materials to you, including through the Virtual Learning Environment.

13 PAYMENT OF FEES BY A THIRD PARTY

13.1 If a third party is paying all or part of your fees on your behalf, you will remain liable for the payment of those fees in all respects, including (without limitation) the consequences of non-payment, late payment or failed payment by the third party.

14 NON-PAYMENT OF FEES

- 14.1 Until all outstanding Programme Fees are paid to us, we reserve the right at any time during the Academic Year to suspend or withhold all education-related services and facilities (including assessment entry, Virtual Learning Environment services, and provision of student support).
- 14.2 Before exercising our rights under clause 14.1, we will give you reasonable notice of our intentions.
- 14.3 If you are in debt to us for Programme Fees, you may not be allowed to sit your examinations and we reserve the right not to allow you to register for the next Academic Year or next Study Session.
- 14.4 If you are in the final year of your Programme, we will not release your certificate, or a letter of confirmation of award, until all outstanding Programme Fees are paid. In order to attend the Graduation ceremony your Programme Fees must be paid in full.

15 LIABILITY

- 15.1 The University does not seek to limit or exclude its liability for death or personal injury arising out of the University's negligence or fraud or fraudulent misrepresentation or for any other liability which the University cannot limit or exclude by law.
- 15.2 Subject to Clause 15.1, the University (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with this Contract except where such loss or damage is directly caused by the University (or its staff or representatives). The University will not be liable for any losses that were not reasonably foreseeable to both parties when the Contract was formed. These are often referred to as indirect or consequential

losses. The University does not accept liability for loss of opportunity or loss of profit.

- 15.3 The University does not accept responsibility for any loss or damage to your personal property. You are advised to arrange appropriate insurance against risk of loss or damage.
- 15.4 Any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the total value of Programme Fees paid by you or on your behalf to the University for your Programme under this Contract.

16 UNIVERSITY OF LONDON RECOGNISED TEACHING CENTRES

16.1 If your Programme requires you to attend classes at a University of London Recognised Teaching Centre, you will have to pay fees directly to that Recognised Teaching Centre, which may include an additional application fee, tuition fees and other costs for use of their facilities. These fees are in addition to any fees payable to the University. This clause 16.1 also applies if you choose to attend classes at a University of London Recognised Teaching Centre or an independent teaching centre. Your relationship with either a Recognised Teaching Centre or an independent teaching centre will be governed by other terms, which fall outside of this Contract.

17 YOUR RIGHT TO CANCEL

- 17.1 As you are entering into this Contract remotely (i.e. there has been no face-to-face contact between us and you at the time you register with us) you may cancel this Contract by the later of
 - 17.1.1 14 days after the date when you pay your Registration Fee; or
 - 17.1.2 14 days after the date you are first given access to Programme materials on the Virtual Learning Environment ("**the Cancellation Period**").
- 17.2 To cancel the Contract within the Cancellation Period, you must clearly inform us of your decision to cancel through the <u>portal</u> or using the model cancellation form in Appendix 1. The date we receive your notice is the Cancellation Date.

- 17.3 If you have made any payment, or any payment has been made on your behalf under this Contract before the Cancellation Date, excluding payment of the Application Fee, then we will provide you with a full refund as soon as reasonably possible but in any event:
 - 17.3.1 within 14 days of the Cancellation Date; or
 - 17.3.2 within 14 days of the University receiving returned physical materials or receiving satisfactory evidence that the materials have been returned, whichever is earlier.
- 17.4 Where you have received any physical materials, the University may request the return of these materials and you will have to bear the direct cost of returning these to us in case of cancellation. Where you have received any licensed digital materials, these should not be accessed without specific instruction from your Programme Director. If you fail to return the physical materials to us, or access the licensed digital materials without specific instruction, we will deduct the cost of the physical materials or the licensed digital materials, as applicable, from the monies you have paid to us, prior to making the refund.
- 17.5 We may make a deduction from the refund for loss in value of any materials supplied, if the loss is the result of unnecessary handling by you.

18 COMPLAINTS PROCEDURES

- 18.1 You should follow the <u>University of London Procedure for Student Complaints and</u> <u>Academic Appeals</u> at clause 1.3.5 above if:
 - 18.1.1 You wish to submit a complaint against us;
 - 18.1.2 You wish to submit an appeal against the application of University regulations; and/or
 - 18.1.3 You wish to submit an academic appeal.
- 18.2 You cannot submit an appeal against the result of an assessment on academic grounds. The grounds under which an academic appeal may be submitted are detailed in the <u>University of London Procedure for Student Complaints and Academic Appeals</u>.

19 DISCIPLINARY OFFENCES

19.1 In instances of misconduct by you (including behaviour online), we may take disciplinary action against you under the University of London Ordinance 17: Code of Student Discipline at clause 1.3.6 above. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from the Programme. As a consequence, you may not be entitled to any refund.

20 INTELLECTUAL PROPERTY

20.1 You will comply with our Intellectual Property Policy at clause 1.3.7 above throughout the Programme.

21 DATA PROTECTION

- 21.1 Your application data will form part of your student record. By entering into the Contract with us, you are agreeing to us holding and processing your personal data including some special category personal data. We will process your personal data in accordance with the provisions of the attached Schedule 1 - Data Protection Schedule, our Data Protection Policy at clause 1.3.8 above, and our Student Privacy Notice at clause 1.3.13 above.
- 21.2 You agree that our Data Protection Policy and Student Privacy Notice, which can be found <u>here</u>, apply to your application and throughout your registration with us.

22 GENERAL

- 22.1 In the event that the provisions of these Terms and Conditions conflict with the provisions of any of the documents listed in the table at clause 1.3, the provisions of these Terms and Conditions shall prevail.
- 22.2 Each of the clauses in these Terms and Conditions operates separately. If a clause is declared unlawful, the remaining clauses will remain in full force and effect.
- 22.3 The Contract constitutes the entire agreement between you and us. All previous agreements, arrangements and understandings between you and us relating to your admission on to a Programme, whether written or oral, shall have no legal effect unless expressly set out in the Contract.

- 22.4 Where a party fails to enforce its rights under this agreement, or delays in doing so, that will not mean that such party has waived its rights. Where we waive a default by you, this will only be valid when confirmed in writing, and will not apply to any subsequent default by you.
- 22.5 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.
- 22.6 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with English law.
- 22.7 We and you agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in relation to the Contract.

SCHEDULE 1 – DATA PROTECTION SCHEDULE

- 1. In this schedule, the following definitions shall apply:
 - 1.1 "Controller", "Personal Data", "Processing" and "Processor" shall have the meanings set out in the Data Protection Act 2018 (the "DPA") and the UK GDPR and "Process" and "Processed" shall be construed accordingly;
 - 1.2 "Data Protection Laws" means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 (the "DPA"), (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (as amended), and (iv) any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
 - 1.3 "Special Category Data" shall mean Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR, namely racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sex life and sexual orientation, genetic data and biometric data which is processed to uniquely identify a person;
 - 1.4 "Standard Contractual Clauses" means as applicable:
 - (a) the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries issued by the European Commission Decision of 4 June 2021, as amended, varied, supplemented or substituted from time to time, as applicable in respect of transfers of Personal Data from Controllers or Processors in the EEA to Controllers or Processors in Restricted Countries;
 - (b) the addendum approved by the UK Information Commissioner's Office as amended, varied, supplemented or substituted from time to time;
 - (c) the standard contractual clauses adopted by the government of the United Kingdom, or approved by the government of the United Kingdom as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from Controllers or Processors in the UK to Controllers or Processors in Restricted Countries;

- 1.5 "UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016, as incorporated into the laws of the United Kingdom by the UK European Union (Withdrawal) Act 2018, and as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 as may be amended, consolidated, modified, re-enacted or replaced from time to time;
- 2. The University collects, holds and Processes Personal Data about all applicants to the University and all students at the University. The University uses Personal Data provided by applicants or third parties acting for the applicant and/or students (including Personal Data from application forms) for the following purposes (the "Authorised Purposes"):
 - 2.1 to administer applications and admissions processes and procedures and attendance records after admission;
 - 2.2 to deliver and facilitate your programme of study and provide you with teaching, research and educational services and support;
 - 2.3 to monitor your performance and attendance;
 - 2.4 to enable effective communication with you including without limitation, providing you with information relating to the University's services and products, funding and/or sponsorship opportunities;
 - 2.5 to identify ways to enhance learning, teaching, assessment and the broader student experience;
 - 2.6 to provide you with and manage your use of the University facilities and services and your participation at events;
 - 2.7 to operate the University's security, disciplinary, complaint and quality assurance processes and arrangements;
 - 2.8 to administer the financial aspects of our relationship with you and any funders including processing any payments made by you to the University;
 - 2.9 for legal, personnel, administrative and management purposes including the processing of any Special Category Data which may include information about your physical or

mental health or condition in order to provide access arrangements, monitor fitness for study (or where applicable, fitness to practice), leave from study, welfare and extenuating circumstances and/or other uses as may be required by law;

- 2.10 to compile statistical and personal returns which the University may be required to publish or pass to government bodies or the Higher Education Statistics Agency (HESA);
- 2.11 for research, archiving and statistical purposes;
- 2.12 to deliver and facilitate our alumni relationship with you and to provide you with communications relating to the same; and
- 2.13 for such further purposes as specified in and in accordance with the <u>University's Data</u> <u>Protection Policy</u> and the applicable <u>Privacy Notice</u>.
- 3. The University may share your Personal Data with:
 - 3.1 third parties that process data on the University's behalf to support the University in fulfilling its obligations and responsibilities to and relationship with you under these terms and conditions or where required by law to do so. These include but are not limited to third parties who provide IT support, organisations operating antiplagiarism software on our behalf, third parties who provide apps related to our virtual learning environment, external auditors, third parties who conduct surveys such as the National Student Survey, Insurance brokers, insurers and other related third parties.
 - 3.2 credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations to support credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention.
 - 3.3 third parties to whom the University is under a duty to disclose or share your Personal Data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or the safety of our employees, students, or others;
 - 3.4 third parties that request data from the University in order to support or fulfil the third parties' obligations or responsibilities in relation to a contractual relationship with you, for example, a third party sponsor or employer.
 - 3.5 third parties to whom the University reasonably considers the disclosure of your Personal Data will assist in relation to the protection of your physical, mental or emotional wellbeing.

- 4. The University will only process your Personal Data (including Special Category Data) in accordance with the Authorised Purposes, the <u>University's Data Protection Policy</u> and the applicable <u>Privacy Notice</u> and otherwise as permitted by the Data Protection Laws.
- 5. In certain circumstances, it may be necessary to transfer your Personal Data (including Special Category Data) outside the UK and/or the EEA. In respect of such transfers, the University shall:
 - 5.1 comply with its obligations under the Data Protection Laws; and
 - 5.2 take reasonable steps to ensure an adequate level of protection for all Personal Data (including Special Category Data) transferred outside the UK and/or EEA including, where appropriate, entering into the Standard Contractual Clauses with the subcontractor approved by the University to which Personal Data is transferred.

You must ensure that you are fully aware of the University's policies relating to data protection and data security, including the <u>University's Data Protection Policy</u> and applicable <u>Privacy</u> <u>Notice</u> and you agree that you shall comply with the above policies and any other policy introduced by the University from time to time to comply with the Data Protection Laws.

6. The University takes the protection of your Personal Data seriously. It is necessary for the University to protect its interests by monitoring computer usage and all communications on its networks (including office telephone networks, mobile telephones usage, social media and email systems). The University collects information on all internet user accounts, social media, email activity and call details and this information is periodically reviewed by authorised staff to ensure compliance with the University's policies and to detect any unauthorised use of the University's IT infrastructure and systems.

Note: It is important to read and understand the Terms and Conditions before proceeding.



I have read the above Terms and Conditions. I accept the above Terms and Conditions and agree to be bound by them.

APPENDIX 1: MODEL CANCELLATION FORM

To: Admissions, University of London, Senate House, Malet Street, London WC1E 7HU

I [STUDENT NAME] hereby give notice that I wish to cancel my contract with the University of London within the Cancellation Period, in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:
Name of Programme:
Address:
Signature:
Date: