



University for the  
Creative Arts

# **University for the Creative Arts ('UCA') / London College of Contemporary Music ( 'LCCM' )**

**Terms and Conditions:  
Subcontracted Courses**

# 1. Introduction

- 1.1 You have received an offer from LCCM setting out the details and conditions for admission to one of our courses.
- 1.2 The purpose of this document is to set out the terms and conditions (the 'Terms') of the legal contract that will be formed between you, UCA and LCCM, if you accept the offer that has been made to you.
- 1.3 You should read this document carefully and familiarise yourself fully with its contents and the regulations, policies and procedures (the 'Regulations') it refers to, before accepting your offer. Your attention is in particular drawn to our right to make changes set out in sections 10 and 12 to the provisions governing events outside of our control as set out in section 15.
- 1.4 Your course is a UCA course and UCA is the awarding body for your degree. However, your course will primarily be delivered by LCCM. Subject to these Terms, you will register with UCA and LCCM and (for administrative purposes) enrolled simultaneously on the student management systems of both institutions. UCA and LCCM have different roles and responsibilities towards you under this contract, as described in Appendix B.
- 1.5 The definitions set out below are used in these Terms:

“Milestone Period” means the first four weeks of teaching during each annual intake of the course, beginning on the first day of the academic calendar.

“Milestone Process” means the three (3) key criteria described in the Offer Pack that you must meet within the Milestone Period to avoid being withdrawn from your course.

“Offer Pack” means the offer pack provided to you if your application is successful, containing an offer of admission to your selected course, the additional terms and any conditions that attach to such offer including details about the Milestone Process, the acceptance of offer form and conditions of acceptance, and a copy of these Terms.

“Us” or “we” or “our” means UCA and LCCM together.

## 2. Our duties

- 2.1 We will enrol and register you and deliver the course set out in your Offer Pack. The course will be delivered with reasonable skill and care.
- 2.2 UCA will be responsible for monitoring your academic progress and, if you successfully complete your course and abide by these Terms and any conditions stated in your Offer Pack, UCA will grant your award in line with the Regulations which are listed in Appendix A.
- 2.3 To aid your understanding of UCA and LCCM’s roles in relation to our duties under the contract, we have set out our respective roles and responsibilities at Appendix B. If you have any queries about our respective roles and responsibilities, you should first contact the institution that is responsible for the relevant service or action. However, if you are not able to do so, you can contact either UCA or LCCM.

### **3. Your responsibilities**

- 3.1 As a condition of accepting a place on the course, you agree to familiarise yourself fully and comply at all relevant times with these Terms, any conditions stated in your Offer Pack and the Regulations. Failure to follow the Regulations may lead to action being taken against you and the imposition of sanctions, including termination of your enrolment.

### **4. Course admission**

- 4.1 LCCM Admissions Department will process your application, confirm whether you can receive an offer and provide you with information, advice and guidance about your course. Whilst LCCM will decide whether to offer you a place on the course, LCCM will follow UCA's Admissions Policy when doing so. All communications about your application will be with the LCCM Admissions Department; the UCA Admissions Department will not be able to provide updates on your application.

### **5. Accuracy of information**

- 5.1 It is your responsibility to ensure that all the information you provide to us is true and accurate. This information includes your address details and the accuracy of your personal details. Any change of name must be supported by documentary evidence, e.g. marriage certificate, deed poll, etc.
- 5.2 We shall not be responsible for any out-of-date or incorrect information that you have provided, and you will be responsible for any consequences (such as the cost of re-issuing documents or certificates, if we are able to do so) of not keeping your information correct and up to date.
- 5.3 Applicants who make false and/or misleading statements or provide fraudulent or plagiarised information in their applications, including non-disclosure of important or relevant information or relevant unspent criminal convictions, may have their offer withdrawn. Please refer to the Admissions Policy for information on how we will deal with applications that include such information.

### **6. Your contract with us**

#### **Deferring entry**

- 6.1 If you do not want to start your course in the academic year specified in your Offer Pack, you can ask to defer (delay) entry to the following academic year by emailing the LCCM admissions team at [contact@lccm.org.uk](mailto:contact@lccm.org.uk) as soon as possible after receiving your offer. The maximum period for which you can defer enrolment is one academic year.
- 6.2 We may refuse deferrals in certain circumstances (please see UCA's Admissions Policy), for example if we do not plan to deliver the course during the following academic year.
- 6.3 The joint decision of the LCCM and UCA Admissions teams will be final, and we will not consider appeals.

- 6.4 Before applying to defer your enrolment, you should note the following:
- 6.4.1 the tuition fees payable when you start your course and in subsequent years may be higher;
  - 6.4.2 you will be subject to the Student Contract and Terms & Conditions applicable to the year you start your course;
  - 6.4.3 the course information for your course may be updated.
- 6.5 If your application for deferred entry is accepted you should check the up-to-date information about tuition fees, the student contract and course information on the University's website before enrolling on your course. If any material changes to your course are made, these will be brought to your attention as soon as reasonably possible.

## **When your contract with us becomes binding**

- 6.6 Your contract with us becomes binding when you accept your offer. You can accept your offer by following the instructions set out in your Offer Pack.

## **7. Enrolment details**

- 7.1 You will need to provisionally enrol with LCCM at the beginning of your course. We will send you enrolment details by email to your LCCM email address. Once you have provisionally enrolled with LCCM you will have to comply with the Milestone Process detailed in your Offer Pack. If you complete the Milestone Process within the Milestone Period, you will automatically become enrolled with UCA, and you will not need to take any action yourself to enrol with UCA. This latter enrolment is done purely for administrative purposes. If you fail to complete the Milestone Process by the end of the Milestone Period, your enrolment on the course will be automatically terminated. We may contact you during the Milestone Period if we reasonably believe that you may not complete the Milestone Process, to determine any issues arising.
- 7.2 While you are studying at LCCM you will need to re-enrol at LCCM at the start of each academic year of your course in line with procedures we set, which we will send to your LCCM email address prior to the start of each year of your course. By re-enrolling with LCCM, you will automatically be re-enrolled with UCA, and you will not need to take any action yourself to re-enrol with UCA.
- 7.3 You will be entitled to re-enrol each year unless any of the following apply.
- 7.3.1 You have failed to pay your tuition fees to UCA by the date they are due and are classified as a debtor according to the Fees, Refunds & Debtor Policy UCA may, as we decide and in exceptional circumstances, allow you to re-enrol but, if you do, this will not affect our right to take further action to recover the debt.
  - 7.3.2 You have been suspended or expelled on the grounds of misconduct, under the Student Conduct Rules.
  - 7.3.3 A support to study panel or appeal panel has made the decision that you should interrupt or end your study under the Support to Study Procedure.
  - 7.3.4 You have been suspended or expelled on the grounds of academic misconduct, under the Academic Misconduct Regulations.

- 7.3.5 You have not achieved the number of credits and/or other progression requirements you need to progress to the next stage of study in line with the academic regulations related to your course, or you have failed to meet the standards set out in the Academic Progress Regulations.

## **8. Tuition fees, deposits, charges and debt**

- 8.1 You will pay tuition fees directly to UCA, and information about how you will make this payment will be sent to you to your LCCM email address after you enrol. Please note that you will only receive your student finance payments after you have completed the Milestone Process.
- 8.2 If you do not complete the Milestone Process and we terminate your enrolment on the course, you will not be liable to pay tuition fees (and, if applicable, you will receive a refund of any tuition fees paid). If you are in receipt of a maintenance loan you must comply with the terms applying to those funds.
- 8.3 We charge annual tuition fees in line with the UCA Fees, Refunds & Debtor Policy and Tuition Fee Schedule.
- 8.4 The fees for the first year of your course are set out in your Offer Pack. We review tuition fees each year and we may increase them in line with inflation during your registration period before the start of each academic year. Any increase will not be higher than the Retail Prices Index forecast rate, as advised by the independent Office for Budget Responsibility (OBR), or any tuition fee limit set by the government. If you are an enrolled student and you want to withdraw from your course as a result of an increase in tuition fees, you must tell us in writing as soon as possible, by contacting LCCM Registry at ([contact@lccm.org.uk](mailto:contact@lccm.org.uk)) and filling in a Change-of-Status form.
- 8.5 The annual tuition fees include the tuition fee for your course and, if it applies, the fee for re-sitting any failed unit assessments. An additional fee is charged if you have to re-take any failed units.
- 8.6 In addition to tuition fees, you may have to pay other charges, for example for study visits or field trips, or for accommodation if you live in LCCM or UCA accommodation (the provision of accommodation would be subject to a separate contract). You may also have to budget for materials and equipment. For more details about extra charges and costs, please read the information which is included with your Offer Pack.
- 8.7 Where applicable, you must pay the minimum instalment of fees specified for your course of study during the published enrolment period for the course, in line with section 4 of the Fees, Refunds & Debtor Policy.
- 8.8 You are responsible for paying your tuition fees, and the UCA will invoice you, or anyone paying on your behalf, for the fees as set out in the Tuition Fee Schedule and the Fees, Refunds & Debtor Policy. If someone else is paying your tuition fees on your behalf and they do not make a payment within the timescales set out in the Fees, Refunds & Debtor Policy and Tuition Fee Schedule, you will be invoiced for the outstanding balance and will be personally responsible for payment.
- 8.9 If you interrupt your study or withdraw from your course, any refund will be calculated in accordance with the Fees, Refunds & Debtor Policy.
- 8.10 If you do not pay your tuition fees by the deadline (including if you fail to keep to an agreed arrangement to pay in instalments), we will write to you to say that you must

pay within 14 days from the date of the letter. If you do not pay, you be classified as a debtor in accordance with the Fees, Refunds & Debtor Policy.

- 8.11 If you are classed as a debtor under the Fees, Refunds & Debtor Policy, we may:
- 8.11.1 charge a late payment administration fee of £15;
  - 8.11.2 not present your marks for consideration by any board of examiners;
  - 8.11.3 not allow you to progress, re-enrol, graduate, attend a graduation ceremony or receive any results, certificate, diploma, award or official transcript in relation to the course the debt relates to; and/or
  - 8.11.4 end your enrolment and registration if you are still classified as a debtor on 31 October of the year following the academic year in which your debt was incurred. If we end your enrolment, we will tell you in writing as soon as possible.
- 8.12 If you are a debtor and we have ended your enrolment and registration, we may allow you to re-enrol, after we have considered the circumstances and in line the Fees, Refunds & Debtor Policy. We will consider your circumstances on a case-by-case basis.
- 8.13 Before deciding whether to apply any sanctions for debtors set out in the Fees, Refunds & Debtor Policy, we will give you reasonable notice in writing and allow you to make written representations to UCA.
- 8.14 If you are experiencing financial difficulty in paying your tuition fees, you should get advice and help as soon as possible by contacting an adviser in LCCM's student services in the first instance at ([contact@lccm.org.uk](mailto:contact@lccm.org.uk)).
- 8.15 Penalties for other charges, such as equipment hire, are set out in the Fees, Refunds & Debtor Policy.
- 8.16 As a last resort, we may refer an unpaid debt to a debt-collection agency.

## **9. Disability and reasonable adjustments**

- 9.1 We are committed to providing an inclusive and accessible environment and strive to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables us to engage with you and discuss your support needs more effectively. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussion or health assessments as required by us.
- 9.2 Where you have a disability or long-term health condition, information you have provided in connection with any additional needs will be processed by LCCM's Disability Team for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer. Information concerning your disability or long-term health condition will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability or long-term health condition not be disclosed to such staff, but you should note that whilst all reasonable

efforts will be made to implement reasonable adjustments, requests for confidentiality may in some circumstances prevent those adjustments being made.

## 10. Changes to courses and services

- 10.1 We will use reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you begin the course. However, we will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable us to deliver a better quality of educational experience to students enrolled on the course.
- 10.2 Generally, UCA will make any changes relating to course content, teaching methods and/or delivery, learning methods and assessment methods. Either UCA or LCCM will make any changes to timetables, teaching facilities or locations and pastoral and academic support services. If you are unhappy with any changes to your course, you may follow the process identified at section 10.7 below.

### Reasons for changes

- 10.3 Reasons for changes may include:
- 10.3.1 to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
  - 10.3.2 to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
  - 10.3.3 to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
  - 10.3.4 in response to relevant professional or accrediting body requirements or guidance;
  - 10.3.5 if UCA or LCCM is no longer permitted to provide the course to you for whatever reason (in this circumstance the Student Protection Plan will apply).

### What type of changes may be made?

- 10.4 We have set out in this section some examples of these changes and, to help you understand what they may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of this section will apply depending on the type of change that is anticipated at the time.
- 10.4.1 Minor Changes (non-exhaustive list of examples):
- a. reasonable changes to the timetable for delivery of your course;
  - b. reasonable changes to the number of classes/lectures and other teaching activity relating to the course;
  - c. reasonable variations to the content and syllabus of the course;
  - d. changes to the location of your course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised;

- e. changes to the specification of your course teaching facilities;
- f. additions and/or withdrawals of certain non-core/optional modules on your course;
- g. changes to reading lists to deal to ensure the course remains as up to date as possible;
- h. reasonable changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services;
- i. reasonable changes to the Milestone Period or the Milestone Process.

10.4.2 Major Changes (non-exhaustive list of examples):

- j. significant changes to the way that or method by which a course is delivered, taught, supervised or assessed to ensure that we are continuing to provide that course to you lawfully and/or in accordance with academic standards and quality and/or governmental and/or regulatory requirements and/or guidance (for example, we may move delivery in part or in whole online);
- k. to make additions and/or withdrawals of certain core/compulsory modules on your course;
- l. changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- m. in rare cases, the discontinuance of your course (please see section 11 below for more details regarding what we will do in such circumstances);
- n. significant changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services, including moving delivery in part or in whole on-line.

## How we will tell you about changes

10.5 For major changes, we will notify you by email to your LCCM email address and will consult with affected students before we make any.

10.6 When making any such changes, we shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.

10.7 Please note that the availability, timing, nature and/or scope of LCCM's pastoral support and academic support services may be subject to change during your time with us for a variety of reasons including, but not limited to, in response to changes in the law and/or governmental and/or regulatory requirements and/or guidance, funding arrangements and/or the needs of students. We therefore maintain a discretion to vary, amend and/or withdraw the availability, timing, nature and/or scope of pastoral and academic support services at any time (including, for example, moving delivery in part or in whole on-line).

## What to do if you are unhappy with a change

10.8 If we make changes to your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the Student Protection Plan.

## 11. Course suspension, withdrawal and change of location.

11.1 We have the right to suspend, withdraw or change the location of a course if we are unable to guarantee the quality of student experience or if the numbers recruited to the course are too low.



- 11.2 To keep disruption caused by such changes to a minimum, we will:
- 11.2.1 try to recruit enough students in order to run the course; and
  - 11.2.2 give you at least nine weeks' notice if we plan to suspend or withdraw a course or change its location.
- 11.3 If, due to circumstances beyond our reasonable control, it is not possible to provide you with nine weeks' notice that we have withdrawn or suspended or changed the location of a course, we will do so as soon as reasonably possible.
- 11.4 If we have to suspend or withdraw your course, change its location after you have accepted an offer, or decide to close a course on which you are already enrolled, we will stop recruiting future student intakes (where applicable) and:
- 11.4.1 where there are sufficient continuing students, we will 'teach out' students currently enrolled, so that you will normally be able to complete your course without interruption; or
  - 11.4.2 we will offer you the option to transfer to a suitable alternative course at UCA (which you must pay tuition fees for and meet any relevant conditions and entry requirements, and which will be subject to place availability); or
  - 11.4.3 provide reasonable support to enable you to transfer to a suitable alternative course with another provider (but we cannot guarantee that you will be accepted onto a course).
- 11.5 In circumstances where you do not apply for or are not accepted onto an alternative course at UCA, UCA will refund any tuition fees (and if relevant deposits) you have paid towards the course which has been suspended or withdrawn.
- 11.6 If we change the location of a course, we will usually do so for future student intakes only. We will not normally change the location for students who are already enrolled and partway through the course, but we may need to do so in certain circumstances, including those described in section 10.3.
- 11.7 If, in the event your course is suspended or withdrawn and our standard 'teach out' practice is not a suitable option for you due to your particular circumstances, then we will take additional actions to help you complete your studies in line with the Student Protection Plan. Should a situation arise when it is appropriate for UCA to consider making a refund of tuition fees or other associated costs or to provide compensation, UCA will do so under the terms of the Student Protection Plan and Refund and Compensation Policy.

## **12. Changes to our Regulations**

- 12.1 We reserve the right to add to, delete or make reasonable changes to the Regulations where, in our opinion, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- 12.1.1 to review and update the Regulations to ensure they are fit for purpose;
  - 12.1.2 to reflect changes in the external environment, including legal or regulatory changes; changes to funding or financial arrangements or changes to government policy; requirements or guidance;

- 12.1.3 to incorporate sector guidance or best practice;
  - 12.1.4 to incorporate feedback from students; and/or
  - 12.1.5 to aid clarity or consistency of approach.
- 12.2 Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where we reasonably consider this to be in the interests of students or where this is required by law or other exceptional circumstances. We will take all reasonable steps to minimise disruption to students wherever reasonably practicable, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
- 12.3 The updated Regulations will be made available on the relevant website and may be publicised by other means, such as on the LCCM Portal, so that students are aware of any changes.

### **13. Coursework – intellectual property**

- 13.1 Unless we have agreed otherwise with you in writing, you will own the intellectual property rights to all the work you do during your course. If you are involved in research projects (or similar) during your course, we (or a relevant third party) may own certain intellectual property rights that you develop in connection with that project. In such circumstances, this will be explained to you at the outset of the project.
- 13.2 You agree to grant to us a royalty-free, non-exclusive, unchangeable, worldwide licence to use intellectual property rights generated by you during your course forever for the purposes of creating educational materials and for marketing, promoting or otherwise improving the reputation of UCA or LCCM in all media.
- 13.3 This may include using your work:
- 13.3.1 in our learning and teaching materials;
  - 13.3.2 to market and promote LCCM or UCA and our courses and activities, including our websites and social-media channels, leaflets, catalogues and prospectuses; or
  - 13.3.3 for external examination
  - 13.3.4 for academic quality-assurance purposes.
- 13.4 For the purposes of the above, using your work includes:
- (a) using part of it; and
  - (b) using it to create work based on it.
- 13.5 We will acknowledge the source and you as the original creator of any works you create.
- 13.6 You should submit your coursework for assessment and collect it afterwards in line with LCCM's Policy on the Submission, Retention and Return of Student Work.
- 13.7 We do not accept responsibility for the loss or damage of any of your coursework

before you have submitted it for assessment. If you save electronic copies of your work through our IT facilities, you do so at your own risk, and we strongly advise you to keep separate backups and hard copies of all coursework and assessed work.

- 13.8 Our liability for any loss of coursework after it has been submitted will be limited to the costs of materials and, if the coursework has not been assessed, we will offer you an appropriate opportunity to have it assessed (such as giving you the option of resubmitting if your coursework has been lost).
- 13.9 You should normally collect any coursework you submit to us for assessment within two weeks after we have issued your grades. We will normally dispose of your work after this time unless you have made special arrangements with a member of your course team.
- 13.10 The university will retain an accurate record of your work in accordance with the OfS B4.3 Condition of retaining students work for 5 years.

## 14. Data protection

- 14.1 Both UCA and LCCM are registered data controllers under the Data Protection Act 2018 and the UK General Data Protection Regulation (together the 'Data Protection Legislation'). When collecting and processing your personal information, or when sharing any of your personal information with anyone else, we will do so in line with our respective data protection policies and privacy notices.
- 14.2 We will only share your personal information in accordance with Data Protection Legislation.
- 14.3 You must comply with our respective data protection policies. If you do not comply with the relevant requirements of the data protection policy when processing personal information on behalf of UCA or LCCM, we may take disciplinary action against you. Please note in particular paragraph 16 of UCA's Data Protection Policy which relates to student use of personal data.
- 14.4 If applicable, we may share relevant personal information with UK Visas and Immigration (or other government agencies such as the police) in line with Data Protection Legislation.

## 15. Events Outside of Our Control

- 15.1 Sometimes circumstances beyond our reasonable control that could not have been prevented even if we had taken reasonable care ('Events Outside of Our Control') mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.
- 15.2 Examples of Events Outside of Our Control include (but are not limited to):
  - 15.2.1 the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
  - 15.2.2 industrial action by third parties;
  - 15.2.3 power failure;
  - 15.2.4 acts of terrorism;
  - 15.2.5 pandemics, epidemics and other threats to public health;
  - 15.2.6 fire;
  - 15.2.7 severe weather conditions;

- 15.2.8 natural disasters;
  - 15.2.9 political or civil unrest;
  - 15.2.10 damage, interruption or lack of access to buildings, facilities or equipment;
  - 15.2.11 the acts or delays of any governmental or local authority;
  - 15.2.12 legal or regulatory changes, including changes to government guidance;
  - 15.2.13 sanctions imposed by any country;
  - 15.2.14 withdrawal by any government or local authority of any necessary licence; and/or
  - 15.2.15 insufficient uptake of a course.
- 15.3 Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:
- 15.3.1 offering the opportunity where reasonably possible to move to another course;
  - 15.3.2 deferring the start date for the course;
  - 15.3.3 delivering the course in a different way, from another location or online, or at another time;
  - 15.3.4 delivering a modified version of the same course;
  - 15.3.5 assisting you to transfer to complete the course at another institution; and/or
  - 15.3.6 delivering other services and facilities in a different way, from a different location or online.
- 15.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with us and we will follow our Fees, Refunds & Debtor Policy. Alternatively, you may make a complaint under the Student Complaints Policy.
- 15.5 Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, we will follow our Student Protection Plan and Student Protection Plan Refund Compensation Policy.
- 15.6 Were Events Outside of Our Control occur and we are unable to take steps to minimise the resultant disruption to students, then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

## **16. Liability**

- 16.1 If we fail to comply with these Terms, we will be responsible for any loss or damage you suffer that could be foreseen as a result of us breaching this contract or us failing to use reasonable care and skill, but we will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of us breaching this contract or if it was considered by you and us at the time we entered into this contract.
- 16.2 We do not in any way exclude or limit Our liability for:
- 16.2.1 death or personal injury caused by Our negligence;
  - 16.2.2 fraud or fraudulent misrepresentation; or

- 16.2.3 in any way breaching the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.

## 17. Complaints

- 17.1 If there is something that you are unhappy about, please tell us straight away so that, if possible, we can put it right. If you wish to complain about an action or lack of action by UCA or LCCM, or any aspect of our service, you may do so using LCCM's Complaints Policy. In the event that you are unhappy with the resolution provided under LCCM's Complaints Policy once it has been exhausted, you may seek a resolution under UCA's Complaints Policy.
- 17.2 If you are not satisfied with the outcome of your complaint, you may take it to the Office of the Independent Adjudicator at [www.oiahe.org.uk](http://www.oiahe.org.uk) or OIA, Second Floor, Abbey Gate, 57- 75 Kings Road, Reading RG1 3AB.

## 18. Enquiries

- 18.1 If you have any questions about these Terms, please write to the Director of Academic Registry, University for the Creative Arts, Falkner Road, Farnham GU9 7DS, or email [apenman@uca.ac.uk](mailto:apenman@uca.ac.uk).

## 19. Cancellation rights

- 19.1 You have the right to cancel this contract within 14 days of accepting your offer without giving any reason.
- 19.2 If you do want to cancel, you should email [contact@lccm.org.uk](mailto:contact@lccm.org.uk) or you can fill in and return our model cancellation form included in the Offer Pack.
- 19.3 If you cancel within the 14-day cancellation period, we will refund all payments we have received from you as soon as possible and no later than 14 days after the date you tell us you want to cancel. We will refund you using the same method you used to make your initial payment.
- 19.4 If begin your course during the cancellation period and you cancel during that period, you will not have to pay any tuition fees, but you will have to pay an administration fee of £50.
- 19.5 You can end your contract with us any time after the 14-day cancellation period by writing to:
- 19.6 the Director of Academic Registry, University for the Creative Arts, Falkner Road, Farnham GU9 7DS, or email [apenman@uca.ac.uk](mailto:apenman@uca.ac.uk).
- 19.7 If you cancel your contract after the 14-day cancellation period, we will calculate any outstanding tuition fee payments or eligible refunds in accordance with the Fees, Refunds & Debtor Policy.

# Appendix A

## Applicable policies, rules and regulations <sup>1</sup>

### Admissions and Enrolment

[Admissions policy](#)

[Student Protection Plan](#)

[Student Protection Plan Refund and Compensation Policy](#)

### Academic regulations, policies and procedures

[Academic Framework](#)

[Academic appeal regulations](#)

[Examination regulations](#) (applies to all undergraduates and taught postgraduates)

[Mitigating circumstances regulations](#)

### Disciplinary rules and regulations

[Student code of conduct and disciplinary procedure \(LCCM\)](#)

[Academic misconduct regulations](#)

### Well-being policies and procedures

[Student health and safety guide](#)

[Support to study procedure](#)

[Bullying and harassment policy](#)

[Sexual misconduct policy](#)

### Complaints policy and procedure

[Student complaints policy \(UCA\)](#)

[Student complaints policy \(LCCM\)](#)

### Fees regulations

[Fees, Refund & Debtor Policy](#)

[Tuition fee schedule](#)

[Debtor regulations](#)

### General

[Equality and diversity policy](#)

[Data protection policy](#)

[IT use policy](#)

[Freedom of speech code of practice](#)

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<sup>1</sup> This is the list of regulations that apply to students. If any of the above links do not work from your browser, then you will be able to find them all (and more that do not form part of these terms and conditions) at <http://www.uca.ac.uk/quality-assurance-enhancement/university-regulations-policies-and-procedures>. These are UCA's policies and regulations except where indicated.

## Appendix B

### Our roles and responsibilities:

Role / responsibility	LCCM	UCA
Application and admissions process	<input type="checkbox"/>	
Enrolment and Registration	<input type="checkbox"/>	<input type="checkbox"/>
Teaching and Learning	<input type="checkbox"/>	
Pastoral support	<input type="checkbox"/>	
Academic learning support	<input type="checkbox"/>	
Providing facilities, equipment, learning resources including digital resources	<input type="checkbox"/>	
Assessment and feedback process	<input type="checkbox"/>	
The student disciplinary procedure	<input type="checkbox"/>	
Producing course materials	<input type="checkbox"/>	<input type="checkbox"/>
Implementing UCA's quality assurance procedures	<input type="checkbox"/>	
Curriculum Design and Content		<input type="checkbox"/>
Academic Regulations including assessment, progression, award, academic misconduct and academic appeals		<input type="checkbox"/>
Support to Study procedure		<input type="checkbox"/>
Awarding qualifications and producing certificates		<input type="checkbox"/>
Graduation ceremony (if provided)		<input type="checkbox"/>
Invoicing and collecting fees		<input type="checkbox"/>
Enabling access to the Student Loans Company		<input type="checkbox"/>
Handling complaints about LCCM roles and responsibilities		<input type="checkbox"/>
Handling complaints about UCA roles and responsibilities		<input type="checkbox"/>