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IMPORTANT INFORMATION REGARDING THE TERMS AND CONDITIONS

About this document

Last revised 14 June 2018

The study of programmes through other Central Academic bodies of the University of London or at member institutions of the federal University of London are governed by separate Student Terms and Conditions. (Other Central Academic Bodies of the University of London are University of London Worldwide and the University of London Institute in Paris).

See the individual websites for further information.

1 INTRODUCTION

1.1 These terms and conditions (“Terms and Conditions”) represent an agreement between the University (“us”, “we” or “our”) and you (“you” or “your”) for this Academic Year. By accepting your Offer, or by continuing your registration, you accept these Terms and Conditions in full. If you have any questions or concerns about these Terms and Conditions, you should contact us using the Contact Us [link](https://www.sas.ac.uk/about-us/contact-us) (<https://www.sas.ac.uk/about-us/contact-us>) 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:

"Academic Year"	for the purposes of this document, this means the period for which your Programme runs. An Academic Year starts in October or January of any given calendar year, and may have entry points throughout this period.
"Administration Fee"	means the fee payable to cover processing of your registration.
"Application Fee"	means the non-refundable fee for your application to be considered by us.
"Cancellation Date"	has the meaning set out in clause 15.2.
"Contract"	means the agreement between you and us in relation to your studying a Programme through the University.

	These Terms and Conditions 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 of a place on a Programme.
"Programme"	means your prospective or registered programme of study with the University.
"Registration Deadline"	means the last date for online or in person registration with us as notified to you in the Offer.
"SAS Libraries"	means the libraries of any or all of the Institutes.
"Tuition Fee"	means the fee you are required to pay to register with us for each Academic Year.
"University"	means the University of London, acting through its School of Advanced Study ("SAS"). SAS comprises the following Institutes (each an "Institute"): Institute of Advanced Legal Studies; Institute of Classical Studies; Institute of Commonwealth Studies; Institute of English Studies; Institute of Historical Research; Institute of Latin American Studies; Institute of Modern Language Research; Institute of Philosophy; and The Warburg Institute.
"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.

1.3 In addition to these Terms and Conditions, there are other regulations, policies and procedures which apply to your registration at the University and your Programme. Details of the regulations, policies and procedures applicable at the time of accepting these Terms and Conditions, and the location of such documents, can be found in the table below. It is your responsibility to read these documents carefully as they, together with these Terms and Conditions, form the Contract between us and you.

	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	Quality Assurance Framework	https://www.sas.ac.uk/sites/default/files/files/Policies/Quality%20Assurance%20Framework%20for%20Postgraduate%20Teaching.pdf
1.3.3	Programme Specifications	https://www.sas.ac.uk/graduate-study/our-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	http://www.london.ac.uk/fileadmin/documents/about/governance/ordinances/Ordinances_2015/Ordinance_17_Code_of_Student_Discipline.pdf
1.3.7	Intellectual Property Policy – Part E of the policy applies to students	http://www.london.ac.uk/fileadmin/documents/about/BT847A - University Policy on Intellectual Property 28.1.15_branded.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://www.sas.ac.uk/graduate-study/fees-and-funding/tuition-fees
1.3.10	Admissions Policy	https://www.sas.ac.uk/sites/default/files/files/Policies/SAS%20Admissions%20Policy.pdf

1.3.11	Tuition Fee Policy	https://www.sas.ac.uk/sites/default/files/files/Policies/SAS%20Tuition%20Fee%20Policy.pdf
1.3.12	University of London Ordinance 15: Termination of Registration on Academic Grounds (Other than Failure in a Prescribed Examination)	https://london.ac.uk/sites/default/files/governance/Ordinance-15-Termination-of-Registration-on-Academic-Grounds.pdf
1.3.13	Credit Balances and Refunds Policy	https://www.sas.ac.uk/sites/default/files/files/Policies/SAS%20Refund%20Policy.pdf

BEFORE YOU REGISTER

2 APPLICATION

- 2.1 We will only assess your application once you have paid any Application Fee applicable 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 University's regulations and policies, including terminating your registration without compensating you and/or revoking 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 in our Admissions Policy.
- 3.2 Upon registration you will be required to provide evidence of your qualification for verification by the University. If the evidence is not to our satisfaction, this may prevent us from proceeding with registration.

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. Your offer of admission is subject to our Admissions Policy relating to your qualifications, proficiency in English, tuition fee status, and agreement to pay tuition fees. The Admissions Policy, along with any particular conditions or requirements, were set out in our Offer to you.

4.2 If you do not yet meet the requirements for admission upon making your application to us, you will receive an advice letter sent via email 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 requirements set out in the Offer by the start of the next Academic Year, your Offer will lapse 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.

REGISTERING AS A STUDENT

6 ACCEPTANCE OF AN OFFER

6.1 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 responding to the prompt in the Offer.

6.2 If you do not register with us online by the Registration Deadline, your place on the Programme will lapse.

7 CHANGES TO THE PROGRAMME

7.1 **Changes prior to registration:** Due to the period between prospectus publication and 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 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.

7.2 Cancellation of Programme prior to registration: 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 you registering** at the University, we will notify you as soon as possible and, where possible, we will recommend a replacement University programme or a programme of one of the University's member institutions for which you are qualified. If we are unable to provide a suitable replacement programme, or if you are unhappy with the recommended replacement programme, you may withdraw your application. Where you withdraw your application in these circumstances, any Application Fee paid by you will be refunded.

7.3 Changes after registration: 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.

7.3.1 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 a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be recorded in the updated Programme information on our website.

7.3.2 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your Programme (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. 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. You may be entitled to a refund of Programme Fees.

7.4 Discontinuing a Programme after registration:

7.4.1 We will give as much notice as possible and in any event no less than one year's advance notice if we decide to discontinue a Programme.

7.4.2 If we are forced to discontinue your Programme because of matters beyond our control, we will inform you as soon as is reasonably possible. We will use all reasonable efforts to transfer you to a suitable replacement University programme or a programme of one of the University's member institutions for which you are qualified. If we are unable to provide a suitable replacement programme, or if you are unhappy with the recommended replacement programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Programme Fees. You may be entitled to a refund of Programme Fees.

8 STUDYING ON THE PROGRAMME

8.1 We shall:

8.1.1 deliver your Programme with reasonable care and skill and in accordance with the description applied to it in the Programme Specifications for the Academic Year; and

8.1.2 clearly outline the academic requirements for the Programme to you.

8.2 You shall:

8.2.1 comply with the Quality Assurance Framework;

8.2.2 obtain any clearance or permission that may be necessary for you to study in your country of residence on the Programme. In this respect, you acknowledge that degrees obtained by online and distance means are not always recognised by relevant authorities such as ministries of education or regulators for 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; and

8.2.3 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.

8.3 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.

9 FEE PAYMENT AND PAYMENT METHODS

9.1 You agree to pay all Programme Fees required for your Programme. Information in relation to Programme Fees and how to pay can be found at clause 1.3.9. Fees are payable in accordance with the Tuition Fee Policy and the Fee Payment Methods.

9.2 Any fees payable to external parties, including, where applicable, visa administration fees, are your sole responsibility.

9.3 Programme Fees are payable to us in full. Where any applicable law requires local taxes or charges to be paid, these are your sole responsibility in addition to the Programme Fees.

10 TUITION FEES

10.1 To register for each Academic Year, you must pay the Tuition Fees. Until Tuition Fees are paid in full:

10.1.1 you cannot register with us for your year of studies; and

10.1.2 we will not release your Programme materials to you, including through the Virtual Learning Environment, or provide access to the SAS Libraries and Senate House Library.

10.2 Each Academic Year you will be required to re-register with the University and pay the applicable Tuition Fees for that year.

11 STUDENT WITHDRAWAL OR INTERRUPTION OF STUDIES

11.1 Where you withdraw from a Programme or interrupt your studies, any requests for a refund will be dealt with in accordance with our Credit Balances and Refund Policy.

12 PAYMENT OF FEES BY A THIRD PARTY

12.1 If a third party is paying all or part of your fees, you will be liable for the payment of those fees in the event of non-payment by the third party.

13 NON-PAYMENT OF FEES

13.1 Until all outstanding Tuition 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 examination entry, Virtual Learning Environment services, and provision of student support).

13.2 Before exercising our rights under clause 13.1, we will give you reasonable notice of our intentions.

13.3 If you are in debt to us for Tuition 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.

13.4 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 Tuition Fees are paid. In order to attend the Graduation Ceremony your Tuition Fees must be paid in full.

14 LIABILITY

14.1 The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- a. all indirect and consequential losses, however arising; and
- b. loss of opportunity and loss of income or profit, however arising.

14.2 In any event, save for any liability in negligence for personal injury or death, 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 value of Tuition Fees paid by you or on your behalf to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.

15 YOUR RIGHT TO CANCEL

15.1 When you register, a Contract is formed between you and the University. You may cancel this Contract by the later of (a) 14 days after the date when you pay your Tuition Fees (or, where applicable, the first instalment of the Tuition Fees) or (b) 14 days after the date you are first given access to Programme materials on the Virtual Learning Environment or, if later, physical materials ("**the Cancellation Period**").

15.2 To cancel the Contract within the Cancellation Period, you must clearly inform us of your decision to cancel to: sas.registry@sas.ac.uk. The date we receive your notice is the Cancellation Date.

15.3 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:

(a) within 14 days of the Cancellation Date; or

(b) within 14 days of the University receiving returned physical materials or receiving satisfactory evidence that the materials have been returned, whichever is earlier.

15.4 Where you have received any physical materials, you will have to bear the direct cost of returning these to us in case of cancellation. If you fail to return the materials to us we will deduct the cost of the materials from the monies you have paid to us prior to making the refund.

16 COMPLAINTS PROCEDURES

16.1 If you are dissatisfied with any aspect of your Programme, the Student Complaints and Academic Appeals Procedure sets out the stages to follow to resolve your concerns as promptly, fairly and amicably as possible.

16.2 If you are concerned that an examination may not have been conducted in accordance with the relevant instructions or University Regulations, the Procedure for Consideration of Representations concerning Decisions of Boards of Examiners, outlined in [University of London Regulation 1, Annex 3](#), sets out the stages to follow to make representations for the University to consider on the grounds of administrative error. No appeals may be brought against the results of examinations on academic grounds.

16.3 After you have followed the stages to completion as set out in the Academic Appeals and Complaints Procedure or the Procedure for Consideration of Representations concerning Decisions of Boards of Examiners respectively, if you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (<http://oiahe.org.uk/making-a-complaint-to-the-oia/how-to-make-a-complaint.aspx>).

17 DISCIPLINARY OFFENCES

17.1 If you do not act in accordance with this Contract, 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.

18 INTELLECTUAL PROPERTY

18.1 You will comply with our Intellectual Property Policy throughout the Programme.

19 DATA PROTECTION

19.1 Your application data will form part of your student record. By entering into the Contract with us, you are giving us the right to hold and process your personal data including some sensitive personal data. We will process your personal data in accordance with Data Protection legislation, our Data Protection Policy, and the Student Privacy Notice.

19.2 You agree that the Data Protection Policy and Student Privacy Notice apply from the time of accepting these Terms and Conditions.

20 GENERAL

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.

20.6 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.

20.7 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.

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.

