

## Terms and Conditions for study at The Courtauld Institute of Art, University of London

### 1. Introduction

1.1 These terms and conditions represent an agreement between The Courtauld Institute of Art, University of London ("The Courtauld") and you, a prospective student. By accepting The Courtauld's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:

(i) your offer letter from The Courtauld (the "Offer");

(ii) The Courtauld's regulations, policies and procedures (the "[Regulations](#)") (as amended from time to time); and

(iii) the material pre-contract information provided to you following your acceptance of the Offer, and other documentation in respect of funding for research students

form the contract between you and The Courtauld in relation to your studies at The Courtauld (the "Contract").

1.2 If you have any questions or concerns about these terms and conditions or the Contract, please contact Student and Academic Services – the email address is: [advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk)

1.3 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract, these terms and conditions shall take precedence. However, this clause shall not apply to any visa or other immigration conditions which shall take precedence over these terms and conditions.

### 2. Applications

2.1 It is your responsibility to ensure that all of the information you provide to The Courtauld is true and accurate.

2.2 If it is discovered that your application contains material inaccuracies or fraudulent or misleading information, or that significant information has been omitted from your application form, The Courtauld may withdraw or amend your Offer, or terminate your registration, according to the circumstances, without liability to you.

2.3 The Offer that The Courtauld makes to you will be conditional or unconditional. If your Offer is conditional, The Courtauld will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. If your first language is not English, your Offer may be conditional upon you also passing an English language test, as specified by The Courtauld.

2.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, The Courtauld reserves the right to withdraw your Offer.

2.5 You will be required, at the request of The Courtauld, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the Courtauld's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of The Courtauld and the termination of the Contract.

### 3. Immigration

3.1 If you require a visa or other immigration permission to be able to study at The Courtauld, it is your responsibility to obtain the appropriate permission before starting your programme of study and to ensure that you have the correct permission for the duration of your study at The Courtauld. By agreeing to these terms and conditions, you also agree to abide by the terms and conditions of your visa throughout the course of your studies at The Courtauld.

3.2 The Courtauld is required to verify that you have the correct immigration permission to study at The Courtauld and to keep a copy of your passport and visa or Biometric Residence Permit on file. If you fail to demonstrate that you have the correct immigration permission, The Courtauld will not register you for your programme and you will be liable for any personal costs incurred.

3.3 You must notify Student and Academic Services ([advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk)) immediately if there are any changes whatsoever to your immigration status at any time before or after registration and during the course of your studies.

3.4 All Tier 4 sponsored students and any other students who require a visa or immigration permission to be able to study at The Courtauld must comply with the information contained on The Courtauld's [International Student](#) webpages at all times during a student's study at The Courtauld.

3.5 If you choose to withdraw from your studies or if your registration is terminated by The Courtauld, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

3.6 If you do not have valid immigration permission to remain in the UK, The Courtauld shall have no choice but to terminate your registration on your programme. In the event that your application for a Tier 4 visa is refused, The Courtauld shall not sponsor you again for a Confirmation of Acceptance for Studies.

### 4. Admission, Registration and Regulations

4.1 Your admission to The Courtauld, attendance on a programme, and right to enjoy any of the privileges of membership of the Institute, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with The Courtauld within 14 days of the start of the term that your programme begins in. If you do not do so, The Courtauld reserves the right to refuse to register you and withdraw you from your programme (without liability). Students who are not registered are not entitled to attend classes or participate in assessments for any modules. All information relating to the registration process can be found on the [Study](#) webpages.

4.2 By accepting these terms and conditions, you are also agreeing to comply with the [Regulations](#). Key provisions of the Regulations include:

4.2.1 The Courtauld's expectations regarding conduct and student behaviour as set out in the [Regulation: Code of Student Discipline](#). If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct which is not harmful to the work, good order or good name of The Courtauld, we may take disciplinary action against you, under [Regulation: Code of Student Discipline](#). One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme;

4.2.2 the consequences set out in the [Assessment Regulations](#), if the Examinations Board determines that you have failed your programme. You should note that your progression on your programme and your final award are not guaranteed and are dependent upon, amongst other things, your academic performance;

4.2.3 the consequences for non-registration, non-payment of tuition-related debt, or for inadequate attendance or academic performance on your programme, in line with the information contained in your programme handbook and the [Regulations Governing the Termination of Registration on Academic Grounds](#);

4.2.4 The Courtauld's rules regarding assessment offences, including plagiarism, which can be found in the Regulations Governing Assessment Offences for Taught Degrees and Diploma Courses; and

4.2.6 The Courtauld's [Fitness to Study Policy](#) which outlines the steps The Courtauld will follow where there are concerns about a student's health and wellbeing which raise questions about their fitness to study.

This list is not intended to be exhaustive but to indicate the most likely circumstances where The Courtauld may take disciplinary action, withdraw you from your programme and/or terminate your registration.

4.3 If your registration has been terminated, you will no longer be entitled to attend lectures, classes or seminars, use The Courtauld's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of The Courtauld. You will also cease to be a member of the Students' Union and will therefore be unable to participate in clubs, societies or other activities associated with the Students' Union. To the extent that you are engaged in any procedures of The Courtauld or the Office of the Independent Adjudicator (OIA) associated with that withdrawal, you may be entitled to the support services offered by the NUS through the [Student Union](#).

4.4 The Courtauld reserves the right to add to, delete or make reasonable changes to the Regulations where it is of the reasonable opinion that this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

4.4.1 to update the Regulations to ensure that they remain fit for purpose;

4.4.2 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;

4.4.3 to incorporate sector guidance or best practice;

4.4.4 to incorporate feedback from students; and/or

4.4.5 to aid clarity or consistency of approach.

4.5 Any changes to the Regulations will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where The Courtauld reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The Courtauld will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect or by phasing in the changes, if appropriate. The updated Regulations will be made available on The Courtauld's website and may be publicised by other means, so that students are made aware of any changes.

## **5. Deposits**

5.1 Your Offer will highlight if you are required to pay a deposit to secure a place on your programme (in addition to meeting any conditions). If you do not pay the deposit monies in accordance with the payment terms advised in your Offer, your application shall be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to The Courtauld.

5.2 Any deposit you pay will be offset against the balance of tuition fees owed to The Courtauld.

5.3 Deposits are non-refundable unless:

5.3.1 you cancel the Contract in accordance with Clause 7 or Clause 8; or

5.3.2 you fail to secure your Tier 4 visa for any reason other than the provision of fraudulent information and are able to evidence this to the reasonable satisfaction of The Courtauld; or

5.3.3 The Courtauld is unable to confirm your place on a programme because you do not meet the conditions of your Offer; or

5.3.4 The Courtauld terminates the Contract in accordance with Clause 11.7 and is unable to find a replacement programme for which you are qualified and which you are happy with].

## **6. Tuition fees and other charges**

6.1 The tuition fees for your programme and information on how to pay can be found on The Courtauld's website ([Fees](#)) and in your Offer.

6.2 If you accept an Offer, you agree to pay or make arrangements for the payment of all tuition fees (and any other related costs as applicable, as per Clause 6.7 below), as and when they fall due, in accordance with the payment terms agreed by you and us.

6.3 If you fail to pay your tuition fees, as and when they fall due, we reserve the right to suspend or withdraw you from your programme or not allow you to graduate (without liability to you).

6.4 You will not be deemed to have completed registration until The Courtauld has received payment of your tuition fees, either in full or the first instalment, or satisfactory evidence has been produced that such fees will be paid by a sponsoring authority or scholarship. You will be personally liable to pay your tuition fees if a sponsoring authority fails to do so.

6.5 The Courtauld reserves the right to increase your tuition fees annually in line with the Consumer Price Index (CPI) to take account of The Courtauld's increased costs of delivering educational services. If The Courtauld intends to increase your tuition fees, it will notify you of this as soon as is reasonably practical and in any event not less than [4] months before the start of the academic year to which the fee increase is intended to apply.

6.6 If you have any concerns regarding payment of fees or refund of fees, please contact Student and Academic Services ([advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk)).

6.7 In addition to your tuition fees, you may incur additional expenditure during your time at the Institute, such as attending study trips. Please see the fees and finance section of the programme description in the prospectus for programme-specific information and likely costs. Queries regarding any aspect of such other charges should be directed to Student and Academic Services ([advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk)).

6.8 In addition, any provision of accommodation will be subject to: (i) an additional charge over and above your tuition fees and (ii) a separate contract.

6.9 The Courtauld may pursue legal proceedings against you if you are in debt to The Courtauld. If you are in debt to The Courtauld (whether for tuition or other fees) you may be recorded as a debtor of The Courtauld in any reference requests.

## **7. Your cancellation and withdrawal rights**

7.1 Once you have accepted an Offer, you have a legal right to cancel the Contract at any time within 14 days of the date that you formally accepted your Offer (the “**Cancellation Period**”).

7.2 In order to cancel the Contract in accordance with Clause 7.1, you must notify The Courtauld by a clear statement (e.g. a letter sent by post or email) before the Cancellation Period has expired. You may give The Courtauld notice by completing the **Cancellation form** in your Offer, but this is not obligatory and you can just send an email to [Student and Academic Services – the email address is: [advice@courtauld.ac.uk](mailto:advice@courtauld.ac.uk)].

7.3 If you have made any payment under the Contract prior to the date of cancellation of the Contract in accordance with Clause 7.2, then The Courtauld will provide you with a full refund as soon as reasonably possible, but in any event within 14 days of The Courtauld receiving your notification of cancellation. The Courtauld will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7.4 If you withdraw from your programme after the Cancellation Period has expired, The Courtauld may refund payments received from you. Refunds are authorised in accordance with a set criteria and are dependent upon the point during the academic year in which you withdraw – see the Tuition Fee Policy ([https://courtauld.ac.uk/wp-content/uploads/2015/06/policy\\_on\\_refund\\_of\\_fees1.pdf](https://courtauld.ac.uk/wp-content/uploads/2015/06/policy_on_refund_of_fees1.pdf)).

## **8. Changes to your programme of study**

### **8.1 Withdrawal of a programme prior to registration**

The Courtauld will use all reasonable endeavours to deliver all of the programmes described in the prospectus. However, if there are insufficient enrolments The Courtauld may be forced to cancel a particular programme. If you have received an Offer for a programme described in the prospectus, which The Courtauld subsequently discontinues prior to your registration, The Courtauld will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you do not wish to take up the replacement programme offered by The Courtauld or if The Courtauld is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for tuition fees (even if the Cancellation Period referenced in Clause 7.1 has expired).

### **8.2 Programme changes between prospectus publication and your registration**

Due to the time period between the publication of the prospectus and your registration, circumstances may change that lead The Courtauld to make changes to its programmes. These changes may occur due to enhancing or updating the quality and content of educational provision; responding to student feedback; academic staffing changes; a lack of student demand for certain modules; or factors beyond The Courtauld’s reasonable control. The Courtauld will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before your registration, The Courtauld shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme The Courtauld will refund fees paid to date (even if the cancellation period referenced in Clause 7.1 has expired) or transfer to such other programme as may be offered by The Courtauld for which you are qualified.

### **8.3 Programme changes after your registration**

8.3.1 The Courtauld may vary elements of your programme from that described in the prospectus once you are registered on the programme, for the same reasons as set out in Clause 8.2.

8.3.2 In the case of minor changes to your programme (for example, changing a module from compulsory to optional, changing the name of a module title, how assessments are handed in), we will endeavour to keep such changes to a minimum and keep you informed appropriately.

8.3.3 The Courtauld will undertake suitable consultation with students where it proposes to make a change to your programme that materially changes the outcomes of, or a large part of, your programme (such as the nature of the award or a major change to the curriculum). If The Courtauld makes such a material change which you believe will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to The Courtauld for tuition fees or transfer to such other programme (if any) as may be offered by The Courtauld for which you are qualified.

## **9. Changes to your supervision and/or support for your research study**

### **9.1 Change in or withdrawal of suitable research expertise and/or support for your doctoral research study prior to registration**

If, prior to registration, suitable research expertise and/or access to additional research skills and methods training becomes unavailable, The Courtauld may be forced to amend or withdraw an offer of study on a doctoral programme. If this occurs, you will be notified as soon as possible and The Courtauld will endeavour to identify alternative research expertise and/or access to alternative research skills and methods training. If you do not wish to accept the proposed alternative arrangements or if The Courtauld is unable to provide suitable research expertise and/or research skills and methods training, you may cancel the Contract and withdraw from the doctoral programme without any liability for tuition fees (even if the Cancellation Period referenced in Clause 7.1 has expired).

### **9.2 Change in support for your doctoral research study after registration**

If after you have registered to study on a doctoral programme and there is a change in support, such as co-funding through third party contributors and collaboration with industrial partners, or there are intellectual property or research integrity matters arising that you reasonably believe will prejudicially affect you, you may either cancel the Contract and withdraw from the doctoral programme with your fees refunded or transfer to such other doctoral programme (if appropriate) as may be offered by the Institute, for which you are qualified.

## **10. Educational provision**

10.1 The Courtauld will:

10.1.1 deliver your programme with reasonable care and skill; and

10.1.2 clearly explain the academic requirements of your programme to you.

10.2 You must use all efforts to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, the requirements for which are set out in the Programme Handbook.

## 11. Liability

11.1 Whilst The Courtauld takes all reasonable care to ensure the safety and security of its students whilst on the Courtauld's campus, The Courtauld cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software, bicycles or vehicles) unless caused by The Courtauld's negligence. You are advised to insure your property against theft and other risks.

11.2 The Courtauld shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student or by any person who is not an employee or authorised representative of The Courtauld, unless such injury or damage is caused by The Courtauld's negligence.

11.3 Nothing in these terms and conditions shall limit or exclude The Courtauld's liability to you:

11.3.1 for fraud or fraudulent misrepresentation;

11.3.2 for wilful default;

11.3.3 for death or personal injury caused by The Courtauld's negligence; or

11.3.4 in respect of any other liabilities which may not be lawfully excluded or restricted.

Subject to the foregoing, The Courtauld shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

11.4 Except for those circumstances described above, the liability of The Courtauld to you in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the value of the tuition fees and any additional costs paid by you or on your behalf.

### Liability for events outside our control

11.5 The Courtauld shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond The Courtauld's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the Courtauld's employees which it is not within the capacity of The Courtauld to resolve), fire, flood, storm and national emergencies (a "**Force Majeure Event**"). If The Courtauld is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

11.6 If after you have registered as a student (including on a doctoral programme) The Courtauld is forced to discontinue your programme as a result of a Force Majeure Event, The Courtauld will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified.

11.7 If you are unhappy with the replacement programme offered by The Courtauld or if The Courtauld is unable to provide a suitable replacement programme, you may terminate the Contract and withdraw from the programme without incurring any further liability for tuition fees].

## 12. Complaints procedure

12.1 If you have a complaint about The Courtauld, you should follow the appropriate Courtauld's Complaints Procedure ([Complaints](#)). These procedures have been produced to help The Courtauld resolve any complaints you may have as promptly, fairly and amicably as possible.

12.2 Students who are dissatisfied with The Courtauld's provision have the right to make a complaint to the Office for the Independent Adjudicator (OIA). Full details regarding the OIA can be found at <http://www.oiahe.org.uk/> and require the student to have exhausted the relevant internal procedures detailed in the Regulations first and received a Completion of Procedures letter.

### **13. Disability**

The Courtauld is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Students and applicants with disabilities are encouraged to notify The Courtauld at the earliest opportunity, so that any appropriate support arrangements can be provided. All offers are conditional upon The Courtauld being able to implement the specific adjustments reasonably needed for you to complete your programme. We are 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 discussions or health assessments as required by us. You should contact Student and Academic Services ([wellbeing@courtauld.ac.uk](mailto:wellbeing@courtauld.ac.uk)) for further information.

### **14. Data Privacy**

14.6 The Courtauld's [Data Privacy Notice](#) for Students explains what data we might hold about you and how we use it, who we might share it with and the reasons for doing so, along with the rights that you have in respect of your personal data.

### **15. Intellectual Property and Research Integrity**

Depending on your level of study, you may be entitled to own any intellectual property you generate and provide to us during your programme. For postgraduate research students, intellectual property will normally be owned by the Institute. Students are also asked to refer to The Courtauld's published information on [Research Ethics](#).

### **16. Lecture Recording**

16.1 All students may audio record any lectures given by a member of staff with prior consent of staff. The Courtauld allows disabled students to record lectures where this is deemed to be a reasonable adjustment but students should seek the agreement of the lecturer before undertaking a recording of their lecture. Visual recording of lectures is not permitted without explicit, prior consent of the lecturer and others involved.

16.2 Definitions:

'Lecture' refers to any formal face to face teaching and learning sessions and includes tutorials, seminars, student led presentations and Discussion Groups.

'Recording' refers to audio, visual and digital recording of lecturers.

16.3 For any form of small group teaching involving substantive student participation, permission should be sought from the group and should not be undertaken without their permission. Where such permission is not granted, reasonable adjustments for any disabled students in the group must be implemented to enable equal access to the information discussed.

16.4 Lecturers should allow students to record lectures unless they have a justifiable reason for not doing so. It is anticipated that this will only relate to situations where copyright data protection or commercial intellectual property rights of others could be infringed.



16.5 The lecturer’s spoken word used during the lecture remains the property of The Courtauld as their employer.

16.6 Recordings made by students can only be used by that individual for personal study, and must not be reproduced, copied or passed on to anyone else (other than for transcription purposes in connections with the student’s studies) or posted on external website including social networks.

16.7 Inappropriate use by students of Courtauld recorded material (including posting on external websites/social media sites) is a Disciplinary matter which could ultimately result in the student being suspended or withdrawal from The Courtauld

## 17. General

17.1 The terms of the Contract shall only be enforceable by you and The Courtauld.

17.2 No failure or delay by The Courtauld or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

17.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision shall not affect the validity and enforceability of the rest of the Contract.

17.4 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

17.5 On your first enrolment at The Courtauld, you will be allocated a Courtauld email account. All email communications from The Courtauld will be sent to that account and you are expected to use that account for all communications with us. You are expected to check this e-mail account regularly – it is recommended at least once a day. Any communication sent to you, by us, to your Courtauld email account will be regarded as properly sent and received by you.

<b>TERMS AND CONDITIONS FOR STUDY AT THE COURTAULD INSTITUTE OF ART</b>			
<b>Department</b>	Student and Academic Services		
<b>Author</b>	Academic Registrar		
<b>Authorised By:</b>	Dean and Deputy Director		
<b>Implementation By:</b>	Student and Academic Services		
<b>Policies Replaced:</b>	N/A		
<b>Version No:</b>	V1_20-21	<b>Approval Committee:</b>	SMT: Academic Board:
<b>Implementation Date:</b> September 2020 for students commencing in academic year 2020/21			
<b>Period of approval:</b>	1 year	<b>Review Date:</b>	April 2021

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