

Student contract terms and conditions September 2022 onwards

Terms and conditions for acceptance of an Offer made by Ravensbourne University London

These Terms apply to all Courses at Ravensbourne University London ('Ravensbourne'). Please read the Terms carefully before accepting a place on a Course and print off a copy for your records. It is your responsibility to keep a copy of the Terms in case you wish to refer to them at a later date. Ravensbourne will not file or otherwise keep a copy of the agreement concluded between you and Ravensbourne and a copy of the concluded agreement will not be available from Ravensbourne at a future time and date. By accepting an Offer at Ravensbourne you are confirming your agreement to be bound by these Terms.

These Terms apply to Ravensbourne University London Courses, excluding Short Courses. If there is any conflict between these terms and conditions, the Website Terms of Use and the documents to which the Terms refer to, these terms and conditions shall prevail. Your Agreement is with Ravensbourne University London, 6 Penrose Way, London, SE10 0EW, telephone number +44(0)20 3040 3500.

All the terms and conditions below apply to your studies at Ravensbourne. However, below are some specific terms and conditions of particular importance for your information:

1. Students who require a visa to study and/or remain in the UK are particularly reminded of the importance of complying with the terms of your visa. There are specific terms and conditions below that refer to your obligations to Ravensbourne. These are detailed in Clause 8.
2. In the unlikely event that Ravensbourne cancels, discontinues or makes significant changes to your Course your rights are outlined in Clause 7 below.
3. The limitations on Ravensbourne's liability are outlined in Clause 11 below.
4. Ravensbourne reserves the right to change the amount of Course Tuition Fees on an annual basis. The increase will be in line with inflation or regulatory requirements.

Definitions

‘Academic Period’ means (i) where the Course lasts more than 12 months, the 12-month period beginning on the start date of your Course and for subsequent academic periods, the anniversary thereof (also referred to as an Academic Year), or (ii) where the Course lasts 12 months or less, the total period beginning on the start date of your Course and ending on the completion date of your Course;

‘Additional Costs’ means any amounts payable, which are not Tuition Fees and may include, but are not limited to payment for the delivery of course materials, any assessment fees which Ravensbourne may charge from time to time, any administration charges which may be payable, amounts payable to a professional body for student registration, and library or Kit Store fees or fines.

‘Agreement’ means this Agreement.

‘Award’ means the qualification, if any, towards which your Course leads if successfully completed.

‘BACS’ means the BACS payment scheme for the clearance and settlement of automated payments in the UK.

‘Contract’ means the Contract formed between you and Ravensbourne at Enrolment including the terms and conditions set out in this document and other documents referred to below on your Course and associated Regulations. Agreement to the contract entails the liability to pay Tuition Fees.

‘Course’ means a named Course, which may otherwise be referred to as a Course of study or research at Ravensbourne.

‘Course Specification’ is the document provided before your Contract with Ravensbourne is agreed, which sets out the content of the Course on which you are to be registered and how and where it will be delivered, and how your progress and achievement will be assessed and accredited.

“Data Subject, Personal data, Processor, Processing, Subject Access Request and Special Category Data” shall have the same meaning as those terms in the Data Protection Act 2018.

‘Deposit’ means the sum payable by you, if applicable, as detailed on the fees tab of the individual Course page, in order to secure your place on the Course.

‘Enrolment’ means the process by which you formally register your participation or continued participation in a Course at Ravensbourne. Successful completion of the enrolment process is required for access to the Course and related services (e.g. library, Kit Store, IT services, course materials, tuition etc).

‘GARs’ means the General Academic Regulations of Ravensbourne University London as amended from time to time

‘Intellectual Property’ means all Intellectual Property rights including without limitation patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

‘International Student’ means a person who is a non-UK or non-Irish National subject to any ongoing changes implemented as a result of Brexit, who has limited leave to remain in the United Kingdom.

‘Intranet’ is the website intended specifically for staff and Students, with areas accessible only with a Ravensbourne ID and password where a wide range of information is available for reference.

‘Module’ is a constituent part of a Course. Each module has a defined credit value and each (bachelors or masters) award is comprised of a set of modules that aggregate to the total credit value of the award. You must pass all course modules to be eligible to receive the award.

‘Offer’ means a conditional or unconditional Offer by Ravensbourne for a place to study on a Course.

‘Offer Email’ means the email that is sent to you that sets out the Offer and details of the Course you have applied.

‘Prospective Student’ means a person who has accepted a place at Ravensbourne, conditionally or unconditionally, but who has not yet enrolled for their first Academic Year at Ravensbourne.

‘Prospectus’ means any online or hard copy document that is produced by Ravensbourne to provide detailed information with respect to the Courses these terms and conditions cover.

Ravensbourne University London (‘Ravensbourne’) is a Higher Education Corporation under the UK Education Reform Act 1988 whose address is:

6 Penrose Way

Greenwich Peninsula

London

SE10 0EW

☎ +44 (0) 20 3040 3500 info@rave.ac.uk

‘Semester’ means the periods into which the Academic Year is divided. Typically, Semester 1 runs from September to January; Semester 2 runs from January to May. Semester 3 runs from May to August. The exact dates on which the semesters start and finish vary slightly each year. Applicants will be notified of the dates which are also published each year on the Ravensbourne [Website](#) as soon as they are available.

‘Services’ means the educational services and facilities which are provided by Ravensbourne for Students as part of their Course and in common with all enrolled Students (including, but not limited to, the provision of library, Kit Store and IT services, provision of student support and guidance, and use of the cafeteria, studios and workshops).

‘Sponsor’ means the third party organisation or individual who has undertaken to pay your Tuition Fees.

‘Student(s)’ means those who are enrolled on a Course of study at Ravensbourne.

‘Terms and Conditions’ means the Terms and Conditions contained in this document.

‘Tuition Fees’ means the fees charged by Ravensbourne for the provision of Courses to Students. The fees for Courses are set out on the [website](#).

‘UCAS’ means the Universities and Colleges Admissions Service, or any successor body.

‘Website’ means Ravensbourne’s Website at www.ravensbourne.ac.uk.

Your Agreement with Ravensbourne

1. Introduction

1.1 We are extremely delighted to be welcoming you to join the Ravensbourne community. Given the nature of the relationship between you and Ravensbourne, it is natural that you will have certain expectations of us as a University, and we will have expectations of you as a Student.

1.2 These Terms sets out Ravensbourne's obligations and expectations of you from the point you accept an Offer and for the duration of your studies at Ravensbourne. It is therefore important that you have read this document carefully and the General Academic Regulations any other relevant documentation before accepting an Offer as they form the basis of the relationship between you and Ravensbourne.

2. Accepting an Offer from Ravensbourne

2.1 If Ravensbourne makes you an Offer of a place of study on a Course, the conditions of the Offer will be communicated to you. Ravensbourne will make an Offer to you either:

2.1.1 via UCAS for Undergraduate Courses; or

2.1.2 by email for Student Visa Route applicants, postgraduate applicants, further education applicants and some direct applicants.

2.2 In order to accept an Offer, you must communicate your acceptance to Ravensbourne. The method of communication will depend on how the Offer has been made to you. In the case of an Offer made via UCAS, acceptance must be communicated through UCAS. Once you accept an Offer, a legally binding contract will come into force between you and Ravensbourne on the terms of this Agreement.

2.3 Applicants to Ravensbourne should be aware that:

2.3.1 Ravensbourne receives a significant number of applications each year. An application to study is not a guarantee of a place or an Offer to study at Ravensbourne;

2.3.2 any Offer Ravensbourne makes can be withdrawn or amended, by way of written notice, at any time prior to you accepting the Offer and communicating your acceptance to us.

2.3.3 the Offer lapses if you do not comply with all the obligations set out in Clause 2.2, by the date stated in your Offer Email or relevant UCAS deadline.

2.4 Applicants who meet or exceed the conditions of their Offer, if any, will be invited to complete the Enrolment process. Unless and until you have satisfied the conditions of your Offer (or Ravensbourne has waived one or all of the conditions of your Offer and you have received confirmation of your place) Ravensbourne will not be obliged to perform its obligations set out in the remainder of this Agreement.

3. Deposit Payment Terms (if applicable)

3.1 If a Deposit is payable, the Deposit can be paid using accepted credit or debit cards online, by the methods set out in your Offer Email, or over the telephone by contacting Finance on +44 (0)203 040 3994.

3.2 If you choose not to pay your Deposit by either credit or debit card, you must make sure the Deposit is paid in a manner acceptable to Ravensbourne to Ravensbourne in cleared funds in pounds sterling by the date stated in your Offer email.

3.3 The Deposit is non-refundable in all circumstances except in the circumstances listed in the [Ravensbourne Tuition Fee policy](#) or if you cancel your enrolment on a Course in accordance with clause 5.1 or in accordance with clauses 4.5 or 7.6.

3.4 The Deposit will be offset against the Course Tuition Fees payable for the Course you have applied for provided you take up your place on the Course. If you are permitted to defer the start date of your Course your Deposit can only be carried over once, for up to one year and at this point, your Deposit is immediately non-refundable in order to cover administrative costs incurred by Ravensbourne.

4. Course Tuition Fees Payment Terms

4.1 For each Academic Year, the Course Tuition Fees for the Course can be viewed on the fees page of the level of study you have been offered on the [Website](#). Course Tuition Fees are quoted in pound sterling exclusive of Additional Costs.

4.2 By accepting your Offer and complying with the obligations set out in clause 2.1 and 2.2 for each Academic Year, you agree to pay the Course Tuition Fees by the due date as set out in the fees page mentioned in clause 4.1 above for the duration of the Course.

4.3 The provision of the Course is contingent upon Ravensbourne having received cleared funds in pounds sterling from you or your Sponsor (if you are a sponsored student) in respect of the Fees for the Course. Without prejudice to Ravensbourne's rights and remedies under these terms and conditions and the GARs, if any sum payable in respect of the Course Tuition Fees are not paid in cleared funds on or before the due date Ravensbourne (acting through any of its staff) reserves the right, forthwith and at Ravensbourne's sole discretion, to suspend the provision to you and refuse you entry to the Course, and refuse the grant of any award in respect of the Course. For payments by cheque, cleared funds means when the payment has cleared in Ravensbourne's Account.

4.4 In the event a cheque is returned or a credit or debit card transaction declined by your bank, funds will not be deemed to have cleared. Ravensbourne shall not be liable for any bank charges that may apply.

4.5 Ravensbourne reserves the right from time to time (and specifically each Academic Period) to change the amount of the Course Tuition Fees in line with inflation (RPI) or regulatory requirements. Ravensbourne shall notify you of any increases in the Course Tuition Fees, as soon as practicably possible.

4.6 In the unlikely event that due to a technical error, the amount of the Course Tuition Fees displayed on the Website or in the Prospectus is incorrect, Ravensbourne will notify you as soon as it reasonably can. If the correct amount of the Course Tuition Fees is higher than displayed on the Website and/or in the Prospectus, Ravensbourne at its sole discretion reserves the right to provide the Course to you at the Course Fee displayed on the Website or you will be given the opportunity to cancel your place and receive a full refund. If the Course Tuition Fees are lower than displayed on the Website and/or in the Prospectus, then you will be refunded the difference between the lower Course Tuition Fees and the amount which you have paid. Any refund will be made in accordance with clause 5.5.

4.7 If you are a sponsored student and your Sponsor fails to pay the Course Tuition Fees, you will be liable to pay the Course Tuition Fees.

4.8 The Course Fee excludes any Additional Costs which shall be payable by you on and when they are due. Where, in addition to Course Tuition Fees, Ravensbourne is required to collect applicable assessment fees on behalf of a relevant professional body, these will be collected from you and paid by Ravensbourne on your behalf to that professional body.

4.9 If you are a student on a two year accelerated degree Course, the Course Tuition Fees are based upon you completing your studies within two Academic Years of

your Course start date. If you delay, defer or fail any of your assessments and Ravensbourne decides in its absolute discretion that you cannot continue to progress on an accelerated basis, you will be given the option to cancel your place on the Course or transfer to the equivalent non-accelerated Course. Ravensbourne's regulations relating to Course progression are set out in the GARs and clause 6 will apply. If you decide to transfer to the equivalent non accelerated Course additional Course Tuition Fees will be payable and you will be informed of any additional fees you are required to pay.

5. Your Cancellation Rights

5.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") you may cancel your place on a Course within a period of 14 calendar days ("Cancellation Period") from the date of your confirmation of place subject to clauses 5.6 and 5.7.

5.2 You must inform Ravensbourne of your decision to cancel by emailing admissions@rave.ac.uk within the Cancellation Period.

5.3. If you cancel your place within the Cancellation Period, you will be liable to return any goods (including course materials) you may have received from Ravensbourne without undue delay and in the condition that they were sent and not later than 14 calendar days after you inform Ravensbourne of the cancellation. You will be liable for the cost of returning any goods to Ravensbourne unless Ravensbourne has agreed in writing otherwise and Ravensbourne reserves the right to withhold payment of part or all of your Course Tuition Fees until all goods have been returned.

5.4. On valid cancellation in accordance with these Terms, you will be entitled to a full refund of any Course Tuition Fees paid.

5.5. Refunds will be made using the same method of payment as you used for the purchase (including to the same originating bank account) and will be paid within 14 calendar days of you informing Ravensbourne of the cancellation. The period for refund may increase if Ravensbourne is unable to credit a UK bank account. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice has not yet been paid, then such invoice will be cancelled. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice has already been paid by your Sponsor, the Course Tuition Fees will be credited to your Sponsor's bank account within 21 calendar days of cancellation (provided a UK bank account can be credited).

5.6. Your right to cancel and obtain any refund will be lost if you have given Ravensbourne express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.

5.7. If the contract is for the supply of course materials which are in a digital content (including Online Study Materials), your right to cancel and obtain any refund will be lost if you have given Ravensbourne express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period.

6. Tuition Fees, Refunds and Debts

6.1 It is a condition of your acceptance that you are liable for payment of your Tuition Fees and by completing the enrolment process and/or re-enrolling online, you formally accept your liability in accordance with the Ravensbourne [Tuition Fee Policy](#). You are contractually obliged to pay the Tuition Fees and all other charges on the dates they fall due from the moment this Agreement is formed.

6.2 Ravensbourne reserves the right amend the Ravensbourne Tuition Fee Policy from time to time. Where the University amends the Tuition Fee Policy, the amended version shall supersede the earlier versions and shall be displayed on the Website.

6.3 Where the Tuition Fee Policy is in conflict with these Terms and Conditions, these Terms and Conditions shall prevail.

Tuition Fee review

6.4 Ravensbourne reserves the right to review, and may revise Tuition Fees on an annual basis prior to the beginning of the Academic Period in question in accordance with the Ravensbourne Tuition Fee Policy. Fees for undergraduate Students may be subject to an increase in subsequent years of Enrolment less than or equal to any increase in the retail pricing index (RPI-X) up to the maximum fee cap.

6.5 International students must read and comply with the CAS deposit and refund requirements in the Ravensbourne Tuition Fee Policy.

Implications of withdrawals, transfers, interruptions and refunds

6.6 Students intending to withdraw, transfer or interrupt from a Course should notify the Registry on a Changes to Study form. Changes to study may have fee implications as outlined in the Ravensbourne Tuition Fee Policy.

Debts

6.7 You should not enrol on to any Course unless you have sufficient funds to pay the Tuition Fees. In the event into arrears of payment of Tuition Fees to Ravensbourne, the terms in the Ravensbourne Tuition Fee policy shall apply.

6.8 You retain the ultimate liability for the payment of your Tuition Fees and any other charges and the University reserves the right to pursue the debt in accordance with the terms of the Ravensbourne Tuition Fee Policy.

6.9 All Tuition Fees paid in respect of a completed Academic Year (including Academic Years where applicable) are non-refundable in any circumstances except for the circumstances listed in the Ravensbourne Tuition Fee Policy. You will remain liable to pay 100% of any unpaid Tuition Fees for a completed Academic Year (including Academic Years where applicable), regardless of whether you are permitted to cancel, defer or transfer a Course in a subsequent Academic Year.

Clauses in relation to Further Education courses

6.10 Students who are UK residents aged 16 to 18; or aged 19 to 24 with an Education Healthcare Plan (EHCP) or who do not hold a level 3 qualification at grade C or above, are normally eligible for funding from the ESFA for their full-time Course of study.

6.11 Funding from the ESFA is subject to the following conditions:

6.11.1 you must attend all components of your Course;

6.11.2 Ravensbourne expects you to attend all scheduled classes, with a 90% minimum for all components of your Course;

6.11.3 Failure to attend for more than 4 weeks collectively may result in your withdrawal from the Course, unless there are extenuating circumstances and you are engaging with the Ravensbourne Student Services team.

6.12 If you are aged 19 or above and hold a level 3 qualification, you may be eligible for assistance towards the cost of the course through an Advanced Learner Loan. For more information on this, please visit the Student Loans Company [website](#).

7. Changes to Courses and Discontinuing Courses

7.1. Ravensbourne will endeavour to keep any changes to Courses to a minimum and to keep you informed appropriately. However, some changes may become necessary due to financial, regulatory and academic reasons.

7.2. Where changes to a Course are significant, Ravensbourne will provide you with written notice of the change. Ravensbourne will use reasonable endeavours to consult with any students who may be affected by the change before deciding to proceed.

7.3. Significant changes are changes which involve:

7.3.1. a decision to close or discontinue a Course so that it is no longer available to Enrolled Students;

7.3.2. a decision to discontinue or add a core or compulsory module;

7.3.3. a decision to make significant changes to the physical location where the Course is taught;

7.3.4. a decision to make significant changes to the method by which a Course is taught or assessed; and

7.3.5. a major restructuring of a Course.

7.4 Ravensbourne might be obliged to make such changes for reasons outside its control, including but not limited to:

7.4.1. as a result of a commissioning or accrediting body; or

7.4.2. to reflect changes or advancements to, the theory in an area of research, practices around the subject matter or its delivery.

7.5 Ravensbourne reserves the right to discontinue or cancel a Course or significantly vary the Course in the following (or other similar) circumstances:

7.5.1 those set out in clause 7.4;

7.5.2 if the educational experience of a student is likely to be impaired if the Course were to run in its current form;

7.5.3 if there are changes to the availability of a particular physical location; or

7.5.4 if it is not commercially viable for Ravensbourne to run the Course.

Section A: Significant changes to/or Closure of a Course with notice in excess of three months of the proposed start date of the Course.

7.6 If you are an applicant to a Course or have accepted an Offer for a place on a Course, you will be notified promptly of: (i) any closure; or (ii) any significant change to the Course as detailed in the Prospectus likely to have a bearing on your application/place.

7.7 If you do not wish to accept the significant changes you will be entitled to withdraw your application/place on the Course. In the event of withdrawing your application or place on the Course, you may cancel your Contract with Ravensbourne and withdraw without any liability for Tuition Fees and will be entitled to a refund of any Tuition Fees paid. This will be Ravensbourne's entire liability to you.

7.8 If a decision is made to close or discontinue the Course for which you applied, Ravensbourne will make reasonable efforts to provide a suitable replacement Course. If you do not wish to accept a place on a replacement Course you may cancel your Contract with Ravensbourne and withdraw without any liability for Tuition Fees and will be entitled to a refund of any Tuition Fees already paid. This will be Ravensbourne's entire liability to you.

7.9 You must notify Ravensbourne Admissions at: admissions@rave.ac.uk of your intent to withdraw in writing within 14 calendar days of being notified by Ravensbourne of the significant changes.

Section B: Substantial changes to/or Closure of a Course within three months of or after the proposed start date of the Course:

7.10 If Ravensbourne makes significant changes in accordance with clause 7.3 above within three months of the proposed start date of the Course or after the Enrolment date it will notify you of the changes. If you do not wish to accept the significant changes you will be entitled to cancel your Contract with Ravensbourne and withdraw from the Course. In the event of withdrawal, you will not have any liability for future Tuition Fees and will be entitled to a refund of any Tuition Fees already paid.

7.11 If Ravensbourne discontinues or cancels your Course within three months of or after the proposed Enrolment on date of the Course, Ravensbourne will do all it reasonably can to make arrangements to allow you to complete the Course. This may include making arrangements for you to complete the Course at a different institution. However, this will not require Ravensbourne to pay the different

institution tuition fees that are more than the Tuition Fees you have been charged or are due to be charged for the part of the Course that has yet to be provided. If it proves impossible to make suitable arrangements to complete the Course, Ravensbourne will proceed to consider replacement Courses. If you do not wish to accept the replacement Course, you are entitled to withdraw from the Course. In the event of such withdrawal Ravensbourne shall make a refund of Tuition Fees already paid and you will have no liability for future Tuition Fees.

7.12 Where you have experienced additional loss caused as a result of any cancellation or significant variation to your Course you may also be entitled to receive compensation in addition to a refund of the Tuition Fees already paid. Any entitlement to compensation in respect of this section B will only be provided:

7.12.1 in accordance with clause 11 of these terms and conditions;

7.12.2 where evidence of your actual additional costs or expenses, as a result of the cancellation or significant variation, has been provided to Ravensbourne's satisfaction; and

7.12.3 you have complied with your duty to mitigate your losses as far as reasonably possible.

7.13 This policy applies to all students, including those students who are in receipt of a Tuition Fee loan from the Student Loans Company, students who pay their own Tuition Fees, and those whose Tuition Fees are paid by a Sponsor. Any Tuition Fees paid by a Sponsor will be refunded to the Sponsor.

7.14 Where your Tuition Fees are covered by a scholarship, competition prize or bursary issued by Ravensbourne, you will be issued with a credit note of the monetary value of your Course which you can use for an alternative Ravensbourne Course. You will not be entitled to a cash equivalent of any scholarship, competition prize or bursary.

7.15 In the rare event that this clause 7 (Section B) applies, Ravensbourne shall contact you in writing.

7.16 Nothing in clauses 7.10 – 7.15 affects your rights as a consumer.

8. Additional clauses that apply to Students on a Sponsored Visa

8.1 As a student sponsor Ravensbourne is required to ensure that all students have the required immigration permission to study in the UK for the entire duration of their Course. You will need to demonstrate, at the point of Enrolment, that you have a valid UK immigration status to undertake your Course. If you fail to demonstrate that you have a valid immigration permission, registration may be refused or subsequently terminated. We reserve the right to cancel the Contract on written notice to you and withdraw you from your Course (without liability to you) and we shall not be responsible for any related or ancillary costs or losses you incur.

8.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the University.

8.3 We are required to withdraw sponsorship of your Student visa if you do not comply with the UK Immigration rules and Student Route Visa responsibilities, including but not limited to:

8.3.1 failure to meet the minimum attendance requirements;

8.3.2 your entitlement to study has been terminated, or you withdraw or commence an interruption of studies;

8.3.3 if you successfully complete your Course in a shorter period than originally planned;

8.3.4 failure to enrol or re-enrol in accordance with University procedure; and

8.3.5 failure to provide evidence that you have valid leave to remain in the UK.

8.4 If you choose to withdraw from your Course or if your study is terminated by the University, this will affect the validity of your Student visa sponsored by the University and your ability to enter and/or remain in the United Kingdom.

8.5 If your visa is revoked for any reason, the University may interrupt or terminate the Contract pursuant to the terms of this Agreement.

8.6 As a licensed sponsor of Student visas, Ravensbourne is committed to ensure that it complies with prevailing UK Immigration legislation in respect of the admission, registration and monitoring of Student visas and is responsible for maintaining the information it holds for International students. If you are on a Student visa and you change your term-time address or other contact details, then you must also notify Ravensbourne Registry department immediately. Failure to do so may result in the revocation of your visa.

8.7 On occasion, the University will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms, you consent to us contacting the Home Office on your behalf and the UK Home Office releasing such information to us.

9. Ravensbourne Rules and Regulations

9.1. By accepting the Offer, you acknowledge and agree that:

9.1.1. the Offer of your place on the Course is subject to the overriding condition that, prior to your Enrolment, you will have provided to Ravensbourne's satisfaction, evidence to show you have met the requirements, both academic, language and otherwise (including but not limited to obtaining membership of any required regulatory or validating body) as notified to you either in the Offer Email and/or in the Prospectus and/or on the Website, for entry onto the Course;

9.1.2. you will produce original evidence of your nationality during Enrolment; and

9.1.3. you will abide by all codes, rules and regulations (as amended) of Ravensbourne in existence during the Course and these include (but are not limited to):

9.1.3.1 the [General Academic Regulations](#);

9.1.3.2 Ravensbourne's Acceptable Use Policy;

9.1.3.3 Ravensbourne's Health and Safety Policy; and

9.1.3.4. all codes, rules and regulations of any other relevant organisation, professional body, institution or external regulator, if required as part of your Course.

10. Warranties

10.1. Ravensbourne will use its reasonable endeavours to deliver the Course in accordance with the description applied to it in the Prospectus and/or Website for the Academic Period in which you begin the Course.

10.2. Ravensbourne expects you to take reasonable care to verify that the Course will meet your needs and any specific requirements that you have.

10.3. In order to qualify into certain professions you may need to meet the requirements of the relevant professional body. Participating in a Course will not

automatically result in your acceptance by the relevant professional body. It is your responsibility to ensure that you meet the eligibility requirements of the relevant professional body. Ravensbourne will not be liable for any failure for you to be accepted into your desired profession.

10.4 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

11. Limitation of Liability

11.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability:

(i) for fraud;

(ii) for death or personal injury caused by its negligence; or

(iii) where such limitation or exclusion cannot lawfully be excluded.

11.2. Nothing in this agreement shall exclude Ravensbourne's liability under s.57 of the Consumer Rights Act 2015.

11.3. Except as set out in these Terms, Ravensbourne shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

11.3.1. unforeseeable losses; loss or damage is foreseeable if either it is obvious that it will happen or, it at the time the Contract was made, both you and Ravensbourne knew it might happen;

11.3.2. loss of income or revenue;

11.3.3. loss of business;

11.3.4. loss of anticipated savings; or

11.3.5. loss or corruption of data.

11.4. Ravensbourne does not accept responsibility for damage to or loss of property howsoever caused.

11.5 Save as to clauses 7.12 and 11.1, Ravensbourne's maximum aggregate liability to you for any claims that you may have against Ravensbourne for direct loss in

contract, tort or otherwise arising out of or in connection with these Terms, the Course and any IT technical support shall be limited to the amount of the Tuition Fees which have been paid, or are payable, by you or on your behalf.

11.6 Save as otherwise set out in this clause and only in relation to clause 7.12 for any claims that you may have against Ravensbourne for direct loss (direct loss means loss actually incurred) in contract, tort or otherwise arising out of or in connection with the Terms in respect of compensation for where a Course has been significantly varied, cancelled or discontinued, Ravensbourne's maximum aggregate liability (in addition to a refund of Tuition Fees paid or payable by you or on your behalf) is limited to (i) for circumstances beyond Ravensbourne's control (including those listed in clause 7.4): 50% of the total Tuition Fees in respect of one Academic Period of the Course (or where the Course is less than one Academic Period, for the entirety of the Course); and (ii) for circumstances within Ravensbourne's control: 100% of the total Tuition Fees in respect of one Academic Period of the Course (or where the Course is less than one Academic Period, for the entirety of the Course).

11.7 You may use third party websites and products whilst undertaking your Course ("Third Party Products"). Such Third Party Products may include, but are not limited to, Microsoft Office Specialist, AULA and Turnitin. You may be required to agree to third party terms and conditions, and a privacy policy, in order to use such Third Party Products.

11.8 Ravensbourne does not accept responsibility for losses that result from the provision of Third Party Products, or in relation to personal data which may be transferred by you to such third parties.

11.9 Further, Ravensbourne will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement or altering the method of performance (e.g. through the provision of online learning) if such delay or failure results from matters outside the University's control which could not have been foreseen or prevented even if the University had taken reasonable care.

11.10 Matters outside the University's control include but are not limited to:

- Strikes and Industrial action
- Staff illness
- Severe weather
- Natural disaster
- Epidemic or pandemic
- Fire
- War

- Civil disorder or unrest, riot
- Terrorist attack or the threat of terrorism
- Restrictions imposed by the government or public authorities
- Occupations of building e.g students, squatters

11.11 Each provision in this clause 11 shall be construed separately as between you and Ravensbourne. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

12. Disclaimer

12.1 Ravensbourne will not accept any responsibility to any party for the use by you of the course materials provided for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

13. Intellectual Property

13.1. At all times, Ravensbourne or its licensors remains the owner of the intellectual property in the Course and in any course materials that may be provided to you in the delivery of the Course (including but not limited to any content provided electronically). Neither the Course nor any course materials, nor any part of them, may be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of Ravensbourne.

13.2. In consideration of receipt by Ravensbourne of the Tuition Fees, Ravensbourne grants to you a non-exclusive, non-transferable licence to use the course materials for the sole purpose of studying for the Course.

13.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the course materials. Use of the course materials not expressly permitted in the Terms is strictly prohibited and will constitute an infringement of either Ravensbourne's copyright or Ravensbourne's other intellectual property rights, and/or the copyright or other intellectual property rights of Ravensbourne's licensors.

13.4 During your period as a Student of Ravensbourne, it is possible that some of your work (for example, in the form of a design, invention, application or report) may contain material in which Intellectual Property could exist. As a general principle, Ravensbourne recognises the Student as the owner of any Intellectual Property (IP) he or she creates while registered as a Student of the Institution subject to the following exceptions:

13.4.1 Students employed, sponsored or funded by third party organisations, wholly or partly;

13.4.2 Students undertaking a wholly or partly sponsored project, brief or placement;

13.4.3 where the Intellectual Property is generated as a result of collaborative work, for example with other students, or with members of staff (or where the work being undertaken derives from the Intellectual Property of staff or Ravensbourne);

13.4.4 Students studying on modules which have, as a primary or substantial purpose, the creation of Intellectual Property;

13.4.5 research students fully funded by Ravensbourne; and

13.4.6 other exceptional circumstances which may apply.

13.5 In the circumstances in clause 13.4 the ownership and exploitation of the Intellectual Property will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between the parties will be required governing ownership and exploitation.

Non-commercial licence to Ravensbourne

13.6 Notwithstanding that primary IP or copyright may rest with a Student, Ravensbourne maintains the permanent right to photograph, film or capture images of Student work by other means and to use and display these images for the purposes of institutional publicity. This includes, amongst other things, publishing the images in its Prospectus or other publicity materials, displaying the images on its Website or providing the images to newspapers or other media

13.7 Each Student grants to Ravensbourne a continuing, non-exclusive, worldwide, irrevocable, royalty-free license to use his/her Student IP, including the right to sub-license for non-commercial use and academic and research purposes.

13.8 Where Ravensbourne makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by Students.

13.9 A Student may request that his/her specified Student IP be treated as confidential, and Ravensbourne shall not unreasonably refuse such a request. Any such requests should be made to the University Secretary

Provisions continuing beyond the expiry/termination of your Enrolment Contract

13.10 The provisions set out in paragraphs 13.6-13.9, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Contract between you and Ravensbourne, however caused.

14. Confidentiality

14.1. If you request a reference from Ravensbourne, you agree to waive your right to confidentiality for the purposes of providing the reference and for Ravensbourne to process your personal data for that purpose and disclose it to the third party.

14.2. If you are sponsored, Ravensbourne is permitted to provide information regarding your progress (including, without limitation, details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your Sponsor and which Ravensbourne in its sole discretion considers appropriate for it to provide) to your Sponsor and you agree to waive your right to confidentiality for those purposes.

15. Data Protection

15.1 Ravensbourne is registered under the Data Protection Act 2018 (DPA 2018) under number Z7901486 to hold Personal Data, including Special Category Data on its Students and third parties, such as individuals enquiring about Ravensbourne services. Ravensbourne's entry on the register can be seen on the Website of the Information Commissioner's Office.

15.2 The principal purpose for processing Personal Data to prospective or enrolled Students is to facilitate the provision of your university education by way of a contract between you and Ravensbourne. Processing of your Personal Data is required for the administration of your studies, and to ensure the proper completion of your chosen Course(s) or degree. All Personal Data provided by you will be treated strictly in accordance with the Data Protection Act 2018. This means that confidentiality will be respected, and that all appropriate security measures will be taken to prevent unauthorised disclosure. The data that you provide will be used for stated purposes only. You will be advised about any further uses of this information.

15.3 Ravensbourne is equally required to Process some data which legislation refers to as Special Category Data (for example racial or ethnic origin, marital status, health records etc.). Again, appropriate security will be in place to ensure that documents such as medical certificates (possibly required by examination boards) are retained confidentially and that they are retained no longer than is necessary.

15.4 The administration of your studies may extend beyond Ravensbourne's central administration. Examples include the transmission of Personal Data to academic staff, the Kit Store, library, IT services, halls of residence, or Ravensbourne's partner(s) who accredit our Courses. It may include all aspects of your progress

through to eventual graduation. You may be contacted directly via mobile phone and on occasion Ravensbourne may text you information related to your studies or events at the Institution. As in other Higher Education Institutions, we archive student records for a limited number of years after graduation, in order to be able to confirm requests from prospective employers and regulators, etc. Details may also be passed to Ravensbourne Officers who may communicate with you as an alumnus.

15.5 In some circumstances prescribed by the act Ravensbourne is permitted to share your Personal Data without your consent. For example, in common with all other universities, we are obliged to pass information to the Higher Education Statistics Agency (HESA), UKVI, the funding councils and other government bodies. From time to time, these agencies may request your contact details from Ravensbourne so that they can contact you directly. For instance, you may be contacted as part of the National Student Survey (NSS) and after you graduate during the Graduate Outcomes Survey. HESA's (or successor body) Student Collection Notice is published on the [agency's website](#). Ravensbourne may also collaborate with other institutions on educational research projects which use anonymised student data. Other exemptions include national security, crime and taxation or a life-threatening situation.

15.6 Images or recordings of you may be captured during classes, events and other activities organised and/or hosted by Ravensbourne using photography, video or other media. These images may be used on Ravensbourne's Website, in the Prospectus, in course brochures, in other publicity material (such as internal and external newsletters) and as part of an exhibition of student work. This could be provided to the media for publication in local, national or international newspapers or educational magazines. Ravensbourne acknowledges its responsibilities in capturing images by photography or other means under the provisions of various legislation. Unless express objections are received from you at the time of the image capture, you are deemed to have given your consent by attending or remaining at the event.

15.7 Personal information may be supplied to other Higher Education Institutions and their Student Unions, or to employers, should you be involved in an exchange Course or placement. If you fall into debt with Ravensbourne we may disclose information to a third party in order to recover the debt from you (for example a solicitor or a debt recovery agency), including the costs incurred from any such action. In signing the Enrolment form, you signify your agreement to this.

15.8 At various times during your studies you will be asked for Personal Data by academic staff or Ravensbourne services. You will have full rights under the Data Protection Act, and may, if you wish, withhold personal data from publication.

15.9 During your studies at Ravensbourne there may be circumstances where you will want/need to process Personal Data of other Students or Staff. Under the Data Protection Act this will make you a Joint Processor with Ravensbourne and imposes the same obligations on you. In signing the Enrolment form, you signify that you agree to abide by Ravensbourne's Data Protection Policy and Fair Processing Notices.

15.10 The Data Protection Act 2018 also provides you with a right to inspect all of your Personal Data that Ravensbourne processes. This can be done by making a Subject Access Request. All Subject Access Requests must be made in accordance with Ravensbourne procedure. Ravensbourne will respond to your request within one month of receipt. In some circumstances provided by the Act, Ravensbourne may refuse to comply with a Subject Access Request. Ravensbourne will notify you in writing of the reasons why your Subject Access Request has been declined and inform you of your further options.

16. Ravensbourne Email and Virtual Learning Environment

16.1 You will be provided with a Ravensbourne email account, which will be the sole email address for correspondence between you and departments of Ravensbourne. You are required to check your Ravensbourne email account regularly for new messages.

16.2 Course teams increasingly use the Ravensbourne Virtual Learning Environment (VLE) to circulate learning materials, course information and project briefs. You should also regularly check the VLE for updates on your course.

16.3 Ravensbourne accepts no liability for any detriment to your experience which arises from any failure on your part to access information published by email or via the VLE.

17 Termination of Contract by Ravensbourne

17.1 Ravensbourne may terminate your Contract by written notice and on completion of the relevant procedures if you are in material breach of these Terms or the GARs and in particular in the following circumstances:

17.1.1 if you have provided false, incomplete or misleading information in relation to your application for admission;

17.1.2 if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your course;

17.1.3 if you acquire a relevant criminal conviction or you cannot demonstrate the correct status to study in the UK;

17.1.4 if you fail to meet the requirement to enrol in the first year of your Course or fail to re-enrol in subsequent years within the required timescale;

17.1.5 where it has been found that you have breached the Student Code of Conduct or are otherwise withdrawn following a process set out in the GARs;

17.1.6 if following Ravensbourne's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for Students' performance for your Course in accordance with the GARs including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements, failure to submit Course work, complete assessments and/or meet Course deadlines, failure to complete a mandatory placement for a Course, or failure to adhere to professional standards for training purposes;

17.1.7 in the event of an unreasonable delay in paying any Tuition Fees beyond the due date specified by Ravensbourne. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

17.2 The effect of Ravensbourne terminating your Contract in accordance with clause 17.1 or under any other provision of the Terms and Conditions will be that you will either be refused Enrolment or you will be required to withdraw and you will no longer be entitled to commence or continue your Course.

17.3 Ravensbourne may refund or abate a proportion of any pre-paid Tuition Fees on a pro rata basis for the unexpired period of the Academic Year, subject to Ravensbourne retaining an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid.

17.4 Sponsorship of your Visa may be withdrawn for unsatisfactory attendance and engagement. You should therefore be aware of your responsibility in this regard. If sponsorship is withdrawn, you may still be able to continue with the Course of study at Ravensbourne if you are able to provide evidence of valid UK immigration permission permitting you to study in the UK. Otherwise your Enrolment will be terminated.

18. General

18.1. Ravensbourne reserves the right to charge late payment interest in accordance with the Fee Policy.

18.2 It is your responsibility to check that the computer you plan to use to access the Study Materials is compatible with any minimum specification requirements which are set out to you.

18.3 Ravensbourne will seek to resolve any complaints informally in the first instance. Ravensbourne's formal Student Complaints Procedure can be found in Section 10, Chapter 2 of the GARs [here](#). Appeals against admissions decisions are dealt with by the Admissions Appeals and Complaints Procedure for Applicants which can be found in Section 10 Chapter 3 of the GARs [here](#).

18.4. Ravensbourne may update or amend the Terms from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the [Website](#).

18.5. The Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

18.6. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.

18.7. Ravensbourne may assign, transfer or sub-contract any of its rights or obligations under the Terms to any third party at its discretion and without further notice to you.

18.8. No relaxation or delay by Ravensbourne in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by Ravensbourne in writing.

18.9. If any provision of this Agreement is held to be invalid or unenforceable, then that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement.

18.10. Any notices required to be served by Ravensbourne under these Terms will be deemed properly served if sent via prepaid postage to the postal address(es), or

emailed to the email address, notified by you to Ravensbourne, at Ravensbourne's discretion.

18.11. Any notices required to be served on Ravensbourne by you will be deemed properly served if sent to University Secretary, Ravensbourne University London, 6 Penrose Way, London, SE10 0EW or legal@rave.ac.uk.

18.12. A notice delivered personally is deemed to be given on the day on which it was left at the specified address in clause 18.11.

18.13. A notice sent by post is deemed to be given two days after it was posted. A notice sent by e-mail is deemed to be given on the day it was sent.

18.14. The agreement between you and Ravensbourne will be conducted and concluded in English only.

18.15. The agreement between you and Ravensbourne which is contained in these Terms is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

18.16 The use of the Ravensbourne logo and brand is protected by copyright. The copyright is owned by Ravensbourne and any use by a third party is at our sole discretion and subject to permission. You should avoid inappropriate use of the Ravensbourne brand and logo. In particular, the use of the logo in a manner which suggests that you are acting on behalf of or as an agent Ravensbourne or brings Ravensbourne into disrepute, is prohibited.

18.17 Any use of the logo must be in compliance with the Ravensbourne Brand Guidelines. Ravensbourne reserves the absolute right to refuse permission to use our logo and brand or to request that it is removed from artefacts, documents or web pages. Whenever possible you should seek permission to use the logo in advance from the Marketing department (marketing@rave.ac.uk).

18.18. These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms.

18.19. When ordering goods from Ravensbourne for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional costs for import duties and taxes must be borne by you; Ravensbourne has no control over these charges and cannot

predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that if applicable, when you are delivered course materials from Ravensbourne, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

18.20. Ravensbourne must be notified of any queries, complaints or short or incorrect deliveries within 14 days of you receiving the course materials. If you do not notify Ravensbourne within this time period, Ravensbourne will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

19. Contact Details

Email: legal@rave.ac.uk

Post: University Secretary

Ravensbourne University London

6 Penrose Way

London

SE10 0EW