

## **STUDENT CONTRACT TERMS AND CONDITIONS**

**Effective from 2018-19**

### **Definitions**

**'Academic Year'** means the calendar year running from 1 August in one year to 31 July in the next year inclusive.

**'Additional Costs'** means payments in addition to Tuition Fees that may be required for services linked to your Course, for example, fees for module re-registration, Central Loan Resources (CLR) or library fines.

**'Award'** means the qualification if any towards which your Course leads if successfully completed.

**'Contract'** means the Contract formed between you and Ravensbourne at Enrolment regarding 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 programme of study or research at Ravensbourne.

**"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.

**'Enrolment'** means the process by which a student formally registers their 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, CLR, IT services, course materials, tuition etc).

**'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.

**'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.

**'Programme Specification'** is the document provided before your Contract with Ravensbourne is agreed, which sets out in detail 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.

**'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 the Ravensbourne Prospectuses (including online and printed versions) published in a specified Academic Year giving details of courses.

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

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Greenwich Peninsula

London

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[info@rave.ac.uk](mailto:info@rave.ac.uk)

**'Regulations'** means the Ravensbourne Regulations set out in this document and the associated documentation on rules and procedures linked to this document and listed in Annex A below. Regulations in this document and associated documents will be provided in pdf form for your attention before your Contract with Ravensbourne is formed on completion of the enrolment process. The documents are also available on the intranet, with hard copies available from Registry on request.

**'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, CLR and IT services, provision of student support and guidance, and use of the cafeteria, studios and workshops).

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

**'Term'** means the periods into which the Academic Year is divided. Term 1 runs from October to December; Term 2 runs from January to March and Term 3 from

April to June. The exact dates on which the terms 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.

**'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 undergraduate, postgraduate and further education courses are set out on the institutional intranet.

**'UCAS'** means the Universities and Colleges Admissions Service, or any successor body.

**'Unit'** is a constituent part of a Course. Each unit has a defined credit value and each (bachelors or masters) award is comprised of a set of units that aggregate to the total credit value of the award. Students must pass all course units to be eligible to receive the award.

**'Website'** means Ravensbourne's Website at [www.rave.ac.uk](http://www.rave.ac.uk).

## **Your Contract with Ravensbourne**

### **1. Contract Information**

**1.1** To help you make an informed decision about what and where to study before you apply for a place, Ravensbourne will make available to you a wide range of information through a variety of means. Changes to this information will only be made in accordance with [Clause 6](#) of this document.

**1.2** Your Contract information confirms the particular Contractual Terms on which an offer is made to you.

**1.3** When completing the Enrolment process, you agree to be bound by the terms of the Contract information; therefore you must read and understand this and the associated documents (see [Annex A](#) below) prior to accepting the offer of a place to study and Enrolment.

### **2. The Enrolment Contract**

**2.1** You will not be recognised as a Ravensbourne Student until you have enrolled (in accordance with the instructions sent to you by Ravensbourne, together with an invitation to enrol online and to attend an in-person registration session). When you complete the Enrolment process, a Contract, within the terms of the Contract information, is formed between you and Ravensbourne.

**2.2** Ravensbourne reserves the right to exclude you from your Course if any of the information or documentation provided by you proves to be incorrect or false, pending a decision on your admission following investigation.

**2.3** It is a condition of your continuance as a Student that you re-enrol before the commencement of each consecutive Academic Year of your Course. Instructions will be sent to you from the Registrar. Subject to the provisions for termination in these Terms and Conditions ([Clause 23](#) below) your Enrolment Contract will expire at the end of the maximum period of registration (the period in which you must fully complete your studies), whether or not you are conferred with a Ravensbourne Award. The registration period is stated within the [Assessment Regulations](#) for your programme.

**2.4** When you enrol online, rather than face-to-face on Ravensbourne premises, you have a legal right to cancel your Enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you enrol. In these circumstances, the conditions in [Clause 2.6](#) below apply.

#### **Courses that begin within or before the statutory cancellation period(s)**

**2.5** If your Course has already begun or is due to begin before the end of the statutory cancellation period referred to in [Clause 2.4](#), then, by accepting the offer of the place and/or by enrolling, you are expressly agreeing that Ravensbourne's service to you should begin within the legal cancellation period.

**2.6** In the circumstances set out in Clause 2.5, if you decide to cancel the Enrolment Contract within the statutory cancellation period, you may be liable to pay a proportion of your Tuition Fees to cover the period from the commencement of Ravensbourne's service to you until the date of cancellation.

### **3. Criminal Convictions**

All applicants for admission will be required to declare unspent criminal convictions for violent, sexual or drug-related offences. Failure to do so may invalidate your Contract and result in your exclusion. Applications from candidates with unspent convictions will be considered in the normal manner on the basis of their academic merit. If, from an academic viewpoint, the applicant is believed to merit the recommendation of an offer of a place, then the applicant's conviction will be considered separately by a panel convened by the Registrar. Where there is no objection from the panel on the basis of the declared criminal conviction the application shall be processed following the usual procedures.

### **4. Course Dates**

**4.1** Students are notified of the date their Course will commence in the letter confirming their offer of admission to study at Ravensbourne.

**4.2** Unless the Enrolment Contract is terminated earlier (or is extended following an Assessment Board decision) it will end at the end of the last day of the final Term of the Student's Course or the last day of any assessment of the Student's performance (whichever is later) and before confirmation of the Award to be made.

### **5. The Prospectus**

Ravensbourne may make changes to the information within the Prospectus to bring it up to date before you start your Course. Any changes which affect the terms of your Contract will be subject to the contract variation procedure set out in [clause 28](#).

### **6. Making changes to Contract Information provided about your Course**

**6.1** In certain circumstances, Ravensbourne may be obliged to make changes to the Contract information provided about your Course where it considers that the changes are fair and necessary. Such changes would constitute a variation of your Contract with Ravensbourne to which your consent will be required under the variation procedure in [clause 28](#).

**6.2** Changes are usually made for one or more of the following reasons:

**6.2.1** to make updates to Courses to reflect best practice or new academic developments and to refresh Course curricula to ensure their currency for the benefit of Students;

6.2.2 to improve and enhance Students' experience of a Course, or to incorporate changes arising from Student feedback for the benefit of Students;

6.2.3 to meet external, professional and/or accrediting body requirements;

6.2.4 to safeguard academic standards, for example, in response to external examiner feedback; and/or

6.2.5 where optional units, as set out in the programme specification, are not provided because the minimum number of Students is not met or the maximum number exceeded.

**6.3** Prospective Students will be notified as soon as is reasonably practicable that the Contract information about their Course has changed.

**6.4** Ravensbourne's Website and all related information will be updated as soon as is reasonably practicable to reflect the changes to the Course.

**6.5** If, as a result of a change made under this paragraph, you no longer want to study your Course:

6.5.1 You must notify Ravensbourne in writing (and UCAS, if applicable) by no later than three weeks after your Course starts, quoting your reason for withdrawal;

6.5.2 On request, Ravensbourne shall use reasonable endeavours to provide a suitable alternative Course, (for which Tuition Fees will be payable), or suggest a suitable Course at an alternative educational institution; and

6.5.3 Any Tuition Fees paid (including any deposit) will normally be refunded.

## **7. Notification and consultation**

**7.1** Where Ravensbourne makes a change in accordance with clause [6.1](#), Students on that Course will be notified as soon as is reasonably practicable that the Contract information about their Course has changed.

**7.2** The Website will be updated as soon as is reasonably practicable to reflect the changes to the Course.

**7.3** If you do not agree that the change is fair, you may wish to consider using the complaints procedure for students.

**7.4** Enrolled Students will be consulted in advance about any changes proposed under clause [6.1](#).

**7.5** In accordance with the contract variation procedure set out in clause 12, you will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying Ravensbourne within 3 weeks of being notified of the change.

**7.6** If you have given notice that you do not consent to a change made under clause [6.1](#), clause 8 below will apply.

**7.7** Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made for reasons beyond Ravensbourne's control such as staff unavailability or compliance with the accreditation requirements of a professional, statutory or regulatory body (PSRB).

**7.8** Where changes are made to Courses, Ravensbourne will take reasonable steps to mitigate the impact on Students wherever reasonably possible.

## **8. What will happen if you do not consent to a change?**

**8.1** Upon receiving written notice from you in accordance with clause 7.5, Ravensbourne will arrange to discuss the matter with you formally under the complaints procedure and seek to find a resolution to which both parties can agree.

**8.2** If no resolution can be agreed upon within the timescales specified under the complaints procedure, you have a right to withdraw from your Course.

**8.3** If, in the circumstances in clause [6.5](#), you decide to withdraw from your Course:

8.3.1 You must notify Ravensbourne in writing, stating your reason for withdrawal;

8.3.2 On request, Ravensbourne shall use reasonable endeavours to provide a suitable alternative Course, (for which Tuition Fees will be payable), or suggest a suitable Course at an alternative educational institution; and

8.3.3 Any Tuition Fees already paid for the unexpired period of the Term or Academic Year for which such Tuition Fees have been pre-paid, will be refunded on a pro rata basis. On written request, consideration will also be given to the refund of any direct costs incurred or foreseeable losses suffered as a result of the change to your Course.

**8.4** On request and subject to the provisions in paragraph [19.15](#) below, Ravensbourne will consider, on a case by case basis, any evidence you provide of direct costs incurred or losses suffered as a result of a change to your course made under [section 6](#) in reaching a decision on the refund of direct costs or losses.

## **9. Discontinuation or Suspension of Courses**

**9.1** In line with our policy on the termination of courses, Ravensbourne may be obliged to discontinue or suspend courses prior to commencement, where:

- a. An insufficient number of place offers made and accepted mean that the quality of the student experience would be jeopardised;

- b. Ravensbourne is concerned about the quality of the course or the administrative and other supporting services essential to the effective delivery of the course in question being delivered by its own staff or those of a collaborating organisation;
- c. The course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.

**9.2** Where these factors are within Ravensbourne's control, Prospective Students will be given as much notice as is reasonably practicable, and no course shall be withdrawn less than 28 calendar days before it is due to start.

**9.3** Exceptionally, courses may be withdrawn or suspended after an offer has been accepted (but no less than 28 days before the course is due to start) where:

- a. A commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a course; and/or
- b. Events beyond Ravensbourne's reasonable control prevent a course from being delivered either temporarily or permanently.

**9.4** For changes which are outside of Ravensbourne's control, it will not always be possible to notify students and Prospective Students in advance, but where it is possible to give notice, it will endeavour to do so as soon as is reasonably practicable.

**9.5** Save for in exceptional circumstances, including those in paragraph 9.3, a course would not normally be discontinued or suspended after a cohort of students had commenced their studies, but reasonable endeavours would be made instead to deliver the course in accordance with the Programme Specification to all students in that cohort. This does not preclude that, in adherence with the termination of courses policy, Ravensbourne may not offer this course to future cohorts.

**9.6** If Ravensbourne has to discontinue or suspend your course after an offer has been accepted or at any time during your course:

- a. Reasonable endeavours will be used, on request, to provide a suitable alternative course, (for which Tuition Fees will be payable), or to suggest a suitable course at an alternative educational institution;
- b. If you will not be studying further at Ravensbourne, any Tuition Fees and additional costs already paid will be refunded on a pro rata basis for the unexpired period of the semester or Academic Year for which such Tuition Fees have been pre-paid; and
- c. On request, and subject to the provisions in paragraph [19.15](#), Ravensbourne will consider on a case by case basis any evidence you

provide of direct costs incurred or losses suffered as a result of the discontinuation or suspension of your course in reaching a decision on the refund of direct costs or losses.

- d. The Ravensbourne International Development Department (IDD) will provide advice on the immigration rules that will apply to Tier 4 students in these circumstances.

## **10. Withdrawal of Services**

**10.1** Ravensbourne reserves the right to make variations to or withdraw services, including pastoral services, if such actions are reasonably considered to be necessary, for example, where:

- a. Events beyond Ravensbourne's reasonable control prevent a service from being delivered either temporarily or permanently (see also paragraph [22.4](#));
- b. information technology systems require essential maintenance work, upgrades or repairs;
- c. health and safety or other legal reasons apply; or
- d. improvements and changes are being made to Ravensbourne's estate and facilities.

**10.2** Ravensbourne will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting similar alternative services, and giving warning of forthcoming changes or likely periods of non-availability.

**10.3** Ravensbourne reserves the right to make reasonable Charges for services such as CLR or library services, in order to cover costs or to ensure the availability of services for the benefit of all students, (including, for example, fines for service misuse to the detriment of other users).

## **11. Unit Choices**

**11.1** Ravensbourne aims to offer flexibility of study within the relevant Regulations but cannot guarantee that all parts of and options within courses will be available to all students who are qualified to take them.

**11.2** The range of optional units on offer may change for the reasons set out in paragraph [6.2 e](#) and/or for the reasons given for discontinuing or suspending courses in paragraph [9.1](#).

## **12. The Regulations**

### **Compliance with the Regulations**

**12.1** It is a condition of your admission and enrolment as a student that you agree

to familiarise yourself with and abide by Ravensbourne's codes, policies, procedures and Regulations (see Annex A) and, in signing the enrolment form, you signify your agreement to this.

**12.2** Ravensbourne's codes, policies, procedures and Regulations are published in the relevant sections of the intranet (<https://intranet.rave.ac.uk/>) or are available on request in hard copy from the Information Desk

<https://intranet.rave.ac.uk/display/SH/Information+centre>

**12.3** It is a condition of enrolment that you agree to the [Student Code of Conduct](#) ensures that the rights of individuals and groups within the Institution and the local community are protected and that Ravensbourne is free from anti-social and discriminatory behaviour and practices. Inappropriate behaviours will not be tolerated, including bullying and/or harassment. Breaches of this code will be dealt with through the disciplinary procedure.

**12.4** As a licensed sponsor of Tier 4 students, Ravensbourne is committed to ensure that it complies with prevailing UK Immigration legislation in respect of the admission, registration and monitoring of Tier 4 students and is responsible for maintaining the information it holds for international students. An international student is defined as a non-EU or EEA resident and requires a visa to enter the UK to work or study. If a UKVI Tier 4 (General) Student changes their term-time address or other contact details, then he/she must also notify the Ravensbourne IDD immediately ([international@rave.ac.uk](mailto:international@rave.ac.uk)). Failure to do so may result in the revocation of their visa.¶

### **13. Copyright**

Under UK law, it is generally illegal to make paper or digital copies of material that is protected by the Designs, Patents and Copyright Act of 1988. Exceptions to this are when the copying is licensed, or when the copyright owner has given permission to make copies. You must adhere to the copyright law at all times. Further information is available on the Library (Study Zone) pages of the intranet (see Annex A).

### **14. Ravensbourne Email and Virtual Learning Environment**

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

## **15. Laptop requirement**

**15.1** All students entering Ravensbourne are required to own or have ready access to a laptop. Ravensbourne is committed to using technology to enhance your learning and laptops are used extensively in the teaching you will experience. You will need a laptop to fully access the Ravensbourne network and engage with the learning opportunities and high-end equipment available at Ravensbourne.

**15.2** Your laptop must be of a suitable specification for use on your course. Some students may be eligible for bursary support in purchasing a laptop, while all students can access the academic discounts negotiated by Ravensbourne on the purchase of a laptop and software. You will be provided with advice on the specification appropriate for you at induction together with information on how you may purchase a laptop through the Ravensbourne scheme, access bursaries if you qualify, and connect to Ravensbourne's network. In signing the enrolment form, you note this aspect of the learning experience at Ravensbourne and acknowledge this condition of your enrolment.

## **16. Software**

In the course of your studies at Ravensbourne, particular software packages and/or online resources may be made available to you. In signing your enrolment form you agree to abide by the Acceptable Use Policy which governs the use of these resources. In particular, you agree to use these products only for purposes related to your programme of study and not for private or commercial purposes. You agree that under no circumstances will you copy, sell, loan, transfer, lease, rent or hire the packages or resources to a third party. You should understand that on completion of your studies or withdrawal from Ravensbourne, that your entitlement to use these resources and software is terminated. More detailed guidance will be provided in relation to particular software during induction and at other points during your programme of study. In general, however, when using software or resources provided by Ravensbourne, the terms of this paragraph apply in the absence of specific guidance. For further advice or guidance please contact a member of the ICT support team, available through the [Information Desk](#).

## **17. Contractual Arrangements or Agreements**

Students may not enter into any business arrangement, contract or other commercial agreement on behalf of Ravensbourne, unless agreed and authorised in writing by the Director of Finance.

## **18. Logo and Brand**

**18.1** 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. Students should avoid inappropriate use of

the Ravensbourne brand and logo. In particular, the use of the logo in a manner which suggests that the student is acting on behalf of or as an agent of the Institution, or brings Ravensbourne into disrepute, is forbidden.

**18.2** Any use of the logo must be in compliance with the Ravensbourne Brand Guidelines. Ravensbourne reserves absolutely the 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 students should seek permission to use the logo in advance from the Marketing and Communications department (marcomm@rave.ac.uk)

## **19. Tuition Fees, deposits, refunds and debts**

### **Tuition Fees**

**19.1** It is a condition of your enrolment contract that you are liable for payment of your Tuition Fees and by signing the enrolment form or re-enrolling online, you formally accept your liability. You are Contractually obliged to pay the Tuition Fees and all other Charges on the dates they fall due from the moment the Enrolment Contract is formed under paragraph [2.1](#).

**19.2** If you pay your Tuition Fees directly, you will be advised about payment methods and due dates in the information sent to you in advance of enrolment or re-enrolment. The requirements in respect of the payment of Tuition Fees and refunds are different depending on a student's immigration status.

### **Tuition Fee review**

**19.3** Ravensbourne reserves the right to review, and may revise Tuition Fees on an annual basis prior to the beginning of the Academic Year in question. Fees for Home or European Economic Area (EEA) 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.

### **Deposits**

**19.4** International student fees must be paid in full in advance of, or on enrolment. In accordance with the Ravensbourne [Tier 4 CAS Deposit and Refund Policy](#), a £5,000 deposit must be paid in order for a confirmation of acceptance for studies (CAS) to be assigned. The deposit is non-refundable except in one or more of the circumstances set out in the [policy](#). Ravensbourne reserves the right to withdraw the offer of a place on the course without further notice to you if the deposit is not paid by the date stipulated in the offer. The balance of the tuition fee must be paid on enrolment at the very latest. It is not normally possible to arrange payment by installments for international students.

### **Withdrawals, including transfers, time out from study and refunds**

**19.5** Tier 4 Students should contact the IDD before applying to withdraw from

their current course or transfer to a different course within the institution. Ravensbourne will not be liable for any loan or other payments, costs or losses incurred as a result of failure to confirm time out or withdrawal promptly in writing using the official form.

**19.6** Ravensbourne reserves the right to retain any refund until it receives proof that a Tier 4 international student has returned to their country of origin.

## **Debts**

**19.7** If you fall into arrears of payment of monies to Ravensbourne, you should contact the Finance department immediately and every effort will be made to reach agreement on an affordable plan for payment of the outstanding sums and avoid sanctions for non-payment. Ravensbourne does reserve the right, however, to exclude students from Ravensbourne premises, confiscate ID passes, restrict access to all services (including, amongst others, CLR, IT, prototyping spaces and the Study Zone), to suspend them from attendance at lectures, seminars and other course contact and to disallow assessment of work submitted for final assessment by students with outstanding tuition fee debts.

**19.8** Ravensbourne places great importance on the timely payment of fees and Charges may be imposed in respect of late payments, as detailed on the Finance Enrolment Form in relation to the late payment of Tuition Fees, which you will be required to sign at enrolment.

**19.9** Normally, you will not be permitted to re-enrol for the next Academic Year (or the next stage of your course) until all Tuition Fees have been paid. Ravensbourne also reserves the right to withhold certificates from graduates with outstanding Charges relating to the previous Academic Year.

**19.10** Students retain the ultimate liability for the payment of their fees and Charges. Where any fees or debts remain outstanding at the end of their period of study, Ravensbourne reserves the right to engage a third party, such as a debt collection agency, to collect these fees or ultimately seek legal redress through the county court.

## **20. Ownership of Students' work**

### **General Principle and Exceptions**

**20.1** 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:

- a. Students employed, sponsored or funded by third party organisations,

wholly or partly;

- b. Students undertaking a wholly or partly sponsored project, brief or placement;
- c. 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);
- d. Students studying on units which have, as a primary or substantial purpose, the creation of Intellectual Property;
- e. research students fully funded by Ravensbourne;
- f. other exceptional circumstances which may apply.

**20.2** In the circumstances in paragraph 20.1 a-f 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**

**20.3** 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

**20.4** Each Student grants to Ravensbourne a continuing, non-exclusive, world-wide, 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.

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

**20.6** 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 Director of Academic Services.

#### **Provisions continuing beyond the expiry/termination of your Enrolment Contract**

**20.7** The provisions set out in paragraphs 20.3-20.6, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Enrolment Contract between you and Ravensbourne, however caused.

## **Commercial licence to Ravensbourne**

**20.8** Ravensbourne can offer advice to students wishing to protect their copyright and manage their IP. In the case of images or other work in which a student copyright or design right may exist, support and advice is available as to steps a student can take to prove the date on which a given work was created, to note their copyright, and to mark the work to indicate that it is subject to copyright.

## **21. Data Protection Act**

**21.1** 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.

**21.2** The principle 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 Ravensbourne and you. 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.

**21.3** 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.

**21.4** The administration of studies may extend beyond Ravensbourne's central administration. Examples include the transmission of Personal Data to academic staff, the Study Zone, CLR, IT services, halls of residence, or Ravensbourne's validating partner(s) who accredit our Courses. In other words, it may include all aspects of Student progress through to eventual graduation. Results of assessment will be published, by using your student number, on Ravensbourne's Virtual Learning Environment. 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 etc. Details may also be passed to

Ravensbourne Officers who may communicate with you as an alumnus.

**21.5** 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), 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 HEFCE National Student Survey (NSS) and after you graduate during the Destinations of Leavers from Higher Education Survey (DLHE). HESA's 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.

**21.6** Images or recordings of Students may be captured during classes, events and other activities organised and/or hosted by the 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.

**21.7** Personal information may be supplied to other Higher Education Institutions and their Student Unions, or to employers, should you be involved in an exchange programme 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.

**21.8** 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.

**21.9** 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.

**21.10** The Data Protection Act 2018 also provides you with a right to inspect all of your Personal Data that Ravensbourne process. This can be done by making a Subject Access Request. All Subject Access Requests must be made in accordance with Ravensbourne procedure. Ravensbourne shall 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 shall notify you in writing of the reasons why your Subject Access Request has been declined and inform you of your further options.

## **22. Liability**

### **General**

**22.1** This clause sets out and limits the legal liability of Ravensbourne or its officers, employees or agents to you. Ravensbourne is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.

Nothing in this clause limits liability arising from:

- i) Death or personal injury caused by the negligence of the University or its officers, employees or agents; or
- ii) Fraud or fraudulent misrepresentation

**22.2** You may wish to consider obtaining insurance for yourself and your own property. Ravensbourne and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:

- i) Damage to, theft and/or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of Ravensbourne or its officers, employees or agents;
- iii) the theft or non-return of work submitted for assessment;
- iv) Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the Student Regulations or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
- v) Death or personal injury that is not caused by the negligence of the University or its officers, employees or agents;
- vi) Changes to the law that require a change of these Terms and Conditions; and
- vii) all indirect and consequential losses, loss of opportunity and loss of income or profit however arising.

**22.3** Except for those circumstances described in paragraph 22.1 above, any remaining liability or any other liability of Ravensbourne in contract, tort, breach of statutory duty, misrepresentation or any other liabilities however occurring, are normally limited to the value of Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, Ravensbourne receives from its insurers in respect of that particular loss whichever is the greater. Exceptionally, Ravensbourne may make additional payments if instructed to do so by regulatory or statutory bodies.

### **Exclusion of liability for events beyond reasonable control**

**22.4** 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 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.

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

- strikes and industrial action
- staff illness
- severe weather
- occupations
- natural disaster
- epidemic or pandemic
- fire
- war
- civil disorder or unrest, riot
- terrorist attack or the threat of it
- restrictions imposed by the government or public authorities

## **23. Termination of Enrolment Contract**

**23.1** Ravensbourne may terminate your enrolment Contract by written notice and on completion of the relevant procedures if you are in material breach of the Terms and Conditions or Regulations and in particular in the following circumstances:

- a. If you have provided false, incomplete or misleading information in relation to your application for admission;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your course;
- c. If you acquire a relevant criminal conviction or you do not have permission to remain in the UK for the purposes of study at Ravensbourne;

- d. 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;
- e. Where it has been found that you have breached the [Student Code of Conduct](#);
- f. 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 [assessment regulations](#) 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;
- g. 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.

**23.2** The effect of Ravensbourne terminating your enrolment Contract under paragraph 23.1 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.

**23.3** Ravensbourne may in 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.

**23.4** Tier 4 sponsorship may be withdrawn for unsatisfactory attendance and engagement (see the [Tier 4 Student enrolment terms and conditions](#)). Tier 4 students should therefore be aware of their responsibility in this regard. If sponsorship is withdrawn, however, students may still be able to continue with the course of study at Ravensbourne if they are able to provide evidence of valid UK immigration permission permitting them to study in the UK. Otherwise their enrolment at Ravensbourne will be terminated.

### **Termination of Enrolment Contract by the Student**

**23.5** If you decide prior to enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately in writing and in any event prior to the date upon which enrolment is scheduled to take place.

**23.6** Students may take time out from their studies, withdraw or transfer to another institution at any time after enrolment, but are strongly advised to discuss the implications in advance with relevant staff (including their Course

Leader/Tutors, Student Services team and/or the IDD) and their sponsor/employer/funding body, as applicable, since such decisions can have significant implications.

**23.7** Students must notify Ravensbourne in writing in order for a break in study, withdrawal or transfer to take effect.

**23.8** You will continue to be considered as enrolled for Tuition Fees purposes until Ravensbourne is properly notified otherwise in writing.

**23.9** Students taking time out, withdrawing or transferring to another institution after enrolment may be entitled to a refund of all or part of their Tuition Fees (see paragraph [19.8](#)).

## **24. Notices**

**24.1** Any notice served by Ravensbourne under these Terms and Conditions and any correspondence from Ravensbourne shall be deemed to have been served two working days after dispatching to the (postal or email) address notified to Ravensbourne by you

**24.2** Ravensbourne shall be entitled to assume that the last home and Term-time addresses notified by you to the Institution are your current addresses, and therefore you must keep Ravensbourne informed of any changes to these addresses.

**24.4** Any correspondence from students to Ravensbourne should be sent to the address specified for such correspondence set out within these Terms and Conditions or the Regulations or, if an address is not specified, to the following Ravensbourne address:

**Registrar  
Ravensbourne University London  
6 Penrose Way  
Greenwich  
SE10 0EW**

[registry@rave.ac.uk](mailto:registry@rave.ac.uk)

## **Changes to Regulations, Terms and Conditions, Deletion and Contract variations**

### **25. Changes to Regulations**

**25.1** Ravensbourne reserves the right to make reasonable changes to the Regulations where, in its opinion, it will assist in the proper delivery of education and/or it is in the interests of students.

**25.2** These changes will normally come into effect at the beginning of the next Academic Year.

**25.3** Ravensbourne reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students or it is required by law or by funders.

**25.4** Changes are usually made for one or more of the following reasons:

- a. To review and update the Regulations to ensure they are fit for purpose;
- b. 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;
- c. To incorporate sector guidance or good practice;
- d. To incorporate feedback from students; and/or external examiners;
- e. To aid clarity or consistency of approach.

**25.5** Where changes are made, Ravensbourne will take reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they become effective, or by phasing in the changes, if appropriate.

**25.6** If you have any concerns about the rationale for, or effect of any change, please contact the Registrar ([registry@rave.ac.uk](mailto:registry@rave.ac.uk))

**25.7** The updated Regulations shall be made available on Ravensbourne's Website and may be publicised by other means so that you can be made aware of any changes.

## **26.Changes to Terms and Conditions**

**26.1** Ravensbourne reserves the right to make reasonable changes to these Terms and Conditions at any time.

**26.2** Changes will usually be made in order to:

- a. comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
- b. comply with changes in the requirements of professional, statutory or regulatory bodies which accredit Ravensbourne programmes;
- c. comply with any changes requested by the Higher Education Funding Council for England, or any other major funding body or successor body;
- d. implement legal advice, national guidance or good practice;
- e. provide for the introduction of new or improved methods of operation, services or facilities;
- f. reflect market conditions;

- g. make them clearer or more favourable to you;
- h. rectify any error that might be discovered in due course; and/or
- i. further to codify existing arrangements.

**26.3** These changes will normally come into effect at the beginning of the next Academic Year, although Ravensbourne reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students or required by law.

**26.4** Ravensbourne will usually give prior notice to Prospective Students and enrolled students when changes to the Terms and Conditions are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.

**26.5** Where changes are made to the Terms and Conditions, Ravensbourne will take reasonable steps to mitigate the impact on students wherever reasonably practicable.

**26.6** If you have any concerns about the rationale for or effect of any change, please contact the Registrar (see paragraph [24.4](#) for contact details).

**26.7** Any new editions of the Terms and Conditions shall be made available on the Ravensbourne Website, are available to read at enrolment/re-enrolment, and may be publicised by other means so that you can be made aware of any changes.

## **27. Deletion**

In the event that any term, condition or provision contained in these Terms and Conditions is ruled, in part or whole, to be invalid, unlawful or unenforceable, it shall, to the extent required by the ruling, be deleted from the enrolment Contract between you and Ravensbourne without affecting the remaining Terms and Conditions, which shall continue to be valid.

## **28. Contract Variations**

**28.1** Changes of course after enrolment may be permitted in accordance with the procedure for internal course transfers. Such changes are subject to the normal course admission requirements and credit transfer Regulations of the course to which the student wishes to transfer.

**28.2** If Ravensbourne permits you to transfer between courses or defer your place, such transfer or deferral shall be treated as a variation of your Contract and will be subject to your continued acceptance of the Terms and Conditions and Regulations.

**28.3** No other variation or amendment to your Contract may be made by you without prior written consent.

**28.4** Following a transfer or deferral, Ravensbourne shall amend your Contract

information, if necessary, before you start or recommence your course, and your enrolment on the course shall constitute your consent to the variation.

## **29. Status of Terms and Conditions and your Contract Information**

29.1 In the event of inconsistencies between the Terms and Conditions, the Regulations, and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the Regulations, which shall in turn prevail over the remainder of the information in your Contract Information.

29.2 Any failure of or delay by Ravensbourne or a student in relation to the exercise of its rights under the Enrolment Contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

29.3 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **30. Law and Jurisdiction**

Your Enrolment Contract shall be governed by and construed in all respects in accordance with the laws of England, Wales and Scotland and the parties agree to submit to the jurisdiction of the courts of England, Wales and Scotland.

## **31. Headings**

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

## **32. Queries and complaints (about Contract information)**

Queries about your Contract Information should be addressed to:

**Registrar  
Ravensbourne  
6 Penrose Way  
Greenwich  
SE10 0EW**

who shall be responsible for determining any matters of interpretation.

**CONTRACT INFORMATION FOR THE ATTENTION OF APPLICANTS**

1. [Student Code of Conduct](#) (see paragraphs 12.3 and 23.1e above)
2. [Assessment Regulations](#) (see paragraphs 2.3, 19.11, 23.1f above)
3. [Acceptable Use Policy](#) (see paragraph 16 above)
4. [Tier 4 CAS Deposit and Refund Policy](#) (see paragraph 19.7 above)
5. [Tier 4 Enrolment Terms and Conditions](#)(see paragraph 23.4 above)

**Further Information**

More information that is important for all students can be found on the Ravensbourne Intranet <http://intranet.rave.ac.uk/display/intranet/Home> and will be accessible to enrolled students using their institutional log-in.

6. [Student Complaints Procedure](#) (see paragraphs 7.3, 8.1-8.2 above)
7. [Copyright](#) (see paragraph 13 above)
8. [Ravensbourne Brand Guidelines](#) (see paragraph 18.2 above)
9. [Internal Course Transfers](#) (see paragraph 28.1 above)
10. [Ravensbourne Fair Processing Notice](#) (see clause 21.2 above)
11. [Ravensbourne Data Protection Policy](#) (see clause 21.9 above)