



UNIVERSITY COLLEGE
OF ESTATE MANAGEMENT

Patron: HRH The Prince of Wales

www.ucem.ac.uk

Horizons, 60 Queen's Road,
Reading RG1 4BS

t +44 (0)118 921 4696
e enquiries@ucem.ac.uk

UCEM Terms and Conditions of Contract

Reference:

Version: 3.02

Status: Final

Author: Jane Fawkes

Date: 16/05/2018

UCEM Terms and Conditions of Contract

Approval History

| Version | Date | Name | Organisation |
|---------|------------|---|--------------|
| 1.00 | 01/12/2015 | J E Fawkes, Deputy CEO and Vice Principal, Strategy and Business Management | UCEM |
| 2.00 | 21/07/2017 | J E Fawkes, Deputy CEO and Vice Principal, Strategy and Business Management | UCEM |
| 3.00 | 02/05/2018 | J E Fawkes, Deputy CEO and Vice Principal, Strategy and Business Management | UCEM |

Document History

| Version | Date | Reason | Person |
|---------|------------|--|--|
| V00.01 | 01/09/2015 | First draft | J E Fawkes in conjunction with Eversheds |
| V1.01 | 11/07/2017 | Editorial updates | J E Fawkes |
| V2.01 | 01/05/2018 | Updates to reflect the introduction of GDPR | L Howlett/ J Fawkes |
| V3.01 | 02/05/2018 | Final version awaiting link to Student Protection Plan | J E Fawkes |
| V3.02 | 16/05/2018 | Final version with links to SPP and new Refund and Compensation Policy | G Hopper |

Table of Contents

| | | |
|-----|--|---|
| 1. | <i>The Contract</i> | 1 |
| 2. | <i>Our obligations to you</i> | 1 |
| 3. | <i>Programme Fees</i> | 1 |
| 4. | <i>What we may do if you fail to pay your module fees</i> | 2 |
| 5. | <i>Academic and General Regulations for Students</i> | 2 |
| 6. | <i>Licence to use Programme Materials and Training Information</i> | 3 |
| 7. | <i>Our right to vary these Terms and Conditions</i> | 4 |
| 8. | <i>Our right to end this contract</i> | 5 |
| 9. | <i>Disciplinary Offences</i> | 5 |
| 10. | <i>Your right to cancel your contract</i> | 6 |
| 11. | <i>Access to and use of the UCEM Website</i> | 7 |
| 12. | <i>Our liability to you</i> | 8 |
| 13. | <i>Data protection</i> | 8 |
| 14. | <i>Confidentiality</i> | 8 |
| 15. | <i>Events outside our control</i> | 8 |
| 16. | <i>General</i> | 9 |
| 17. | <i>Your consumer law rights</i> | 9 |
| 18. | <i>Complaints Procedure</i> | 9 |

1. The Contract

- 1.1 This document sets out the general terms and conditions which apply to your contract and study with University College of Estate Management (“UCEM”). The contract is formed when you accept our offer by registering on the programme for the first time. When you have registered we will send an email to confirm that you have accepted our offer and have now entered into a contract with UCEM. Please see Clause 8, which explains our right to end your contract, and Clause 10, which explains your rights to cancel your contract. Students enrolled on a UCEM programme may not normally be enrolled on any other programme of study offered by UCEM.

2. Our obligations to you

- 2.1 UCEM will provide the teaching, assessment and other educational services as stated in the relevant programme specification. Programme specifications can be accessed at: <https://www.ucem.ac.uk/our-programmes/programme-specifications.aspx>
- 2.2 UCEM will provide pastoral support, advice and guidance to students. This pastoral support includes the provision of academic support, and a dedicated Student Services team.
- 2.3 UCEM will award certificates, diplomas or degrees as applicable to all students who are successful in their study and have met the academic requirements for their programme, as approved by Academic Board, and complied with other relevant conditions to which they are subject under this contract.

3. Programme Fees

- 3.1 You agree to pay the programme fees for your modules, shown on your fee schedule provided with your offer letter within the timescales and in the manner set out in your fee schedule issued before the start of each semester.
- 3.2 Module fees will remain the same for the duration of your programme. The only additional module fees to those outlined in the fee schedule will be payable if you are required to retake a module, or if you defer or suspend your Project Module. With regard to retake fees this fee is 50% of the original module cost, if the retake is taken at the first available opportunity offered by UCEM. If the retake is not taken at the first available opportunity the retake will be charged at the full module fee. You will be informed of the first available opportunity to retake your module(s) by the Registration Team with details of payment for the forthcoming semester. If you defer or suspend your Project module you will be required to pay 50% of the module fee if you return to study at the agreed time. If you are unable to return to study at the first available opportunity you will be charged the full fee for the Project module. If you are unable to take your retake at the first available opportunity, or return to study your Project Module at the first opportunity due to a disability or wellbeing issue or other exceptional circumstance the Vice-Principal Finance and Resources may agree to the fee remaining at 50% of the original module cost.

- 3.3 Module fees are quoted and payable in pounds sterling in the manner set out in the fees schedule.
- 3.4 The module fee covers access to and use of the Virtual Learning Environment (VLE), online learning programme materials including the E-Library, tuition in accordance with the prospectus, and examination fees at centers designated by UCEM.

4. What we may do if you fail to pay your module fees

- 4.1 If you fail to pay your module fees when due we will contact you to request payment. If you do not pay the outstanding amount, or agree a revised payment plan with the Finance Office we may then withdraw your access to the VLE. If you continue not to make payment we may end your contract and revoke your licence to use module information and materials, and/or bring legal action against you.
- 4.2 If we continue to provide services while you are in debt to us, we may still take these actions against you at a later date.
- 4.3 Even if a sponsor agrees to pay fees on your behalf, you remain ultimately liable for your fees to us. You may still have to pay any unpaid outstanding balances.

5. Academic and General Regulations for Students

- 5.1 Under these Terms and Conditions of Contract you agree to comply with the Academic and General Regulations for Students (Levels 4-7), and the Code of Practice which are both published on UCEM's website at: <https://www.ucem.ac.uk/about-ucem/programme-specifications-academic-regulations/> and <https://www.ucem.ac.uk/about-us/code-of-practice.aspx>. The Academic and General Regulations for Students (Levels 4-7) contain important information that students will be subject to and are required to abide by.
- 5.2 UCEM reserves the right from time to time to amend these Academic and General Regulations for Students (Levels 4-7) by resolution of the Academic Board, in accordance with Section 7 of these Terms and Conditions.
- 5.3 Such amendments will normally come into effect at the beginning of the next Academic Session (normally the period of study commencing on 1st September in the year concerned). You will be provided with information on what has changed, the reasons for the change, and how this will affect you.
- 5.4 You are required to complete the Induction Module and pass the compulsory element of the module entitled 'Writing in your Own Words' prior to the submission of your first assessment. The mark of your first and subsequent assessments will be withheld until you have successfully completed this element.
- 5.5 You are required to complete and pass all the prescribed modules in the Programme Specification for your route of study to be eligible for the final award on the programme, unless you have been given exemption from certain modules due to prior learning as detailed in your Offer Letter.

Please see the Assessment, Progression and Award Regulations to view any `specific progression requirements relating to your programme.

- 5.6 If you have had a break in your programme of study and return to UCEM to complete a programme you will be governed by the regulations in force at the time of recommencing your study with UCEM. You will be informed if a change in regulations has occurred, and how this will affect your study. By returning to the programme and registering for the next modules you would be giving your agreement to the new terms that will apply to your contract.

6. Licence to use Programme Materials and Training Information

- 6.1 All intellectual property rights (“IPR”) including but not limited to copyright and related rights, trade marks, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world in programme materials, information, documents and content (“Programme Materials”) provided to you by UCEM remains vested wholly in UCEM as owner or licensee of the IPR. UCEM grants to you a personal non-exclusive restricted licence to use the Programme Materials solely for your own (the student’s) personal use as part of studying a programme with UCEM and the Programme Materials must not be copied, reproduced, sub licenced or transferred to any other party. You agree to indemnify UCEM in respect of any breach or misuse of UCEM’s IPR and any breach of this condition may lead to legal action being taken to protect UCEM’s interest.
- 6.2 Programme Materials may only be used by you personally as part of your contract and study with UCEM and you may not share, loan, copy reproduce or grant in any way any right or licence to use the Programme Materials to any third party.
- 6.3 UCEM agrees to compensate you against any claims, damages, or losses arising as a result of any claim or action that the Programme Materials infringe any IPR belonging to a third party. For this purpose, Programme Materials are defined as all material that is published on the VLE by UCEM that forms part of the academic learning for each module.
- 6.4 Unless otherwise assigned and subject to Clause 6.5 below, where IPR is created by a student during their period of study, for example through a piece of assessment, the IPR is retained by the student.
- 6.5 There are specific situations in which UCEM may wish to vary the student IPR, for example in advancing a collaborative arrangement. In such a situation, the student could be asked to sign an appropriate IP Rights assignment. Thus, where UCEM agrees with a student that student work will be used as part of a further Research publication produced by UCEM, the IPR will be shared by both parties. The student’s work will be acknowledged and, where appropriate, subject to a revenue sharing scheme.

7. Our right to vary these Terms and Conditions

- 7.1 UCEM has the right to revise and amend these terms and conditions, including the Academic and General Regulations for Students (Levels 4-7) in order to:
- comply with external professional, accrediting and/or regulatory body requirements and/or changes in the law;
 - implement changes for the benefit of students as a consequence of programme monitoring;
 - ensure the curriculum is current and relevant to intended learning outcomes and/or standards of any relevant professional, accrediting and/or regulatory bodies and/or employer requirements and/or;
 - implement external examiner feedback.
- 7.2 Where the change leads to a difference in the programme that is offered, changes will be implemented in consultation with relevant student representatives and other stakeholders (e.g. employer representatives), setting out the reasons for the proposed amendment(s), and compliance with the requirements of the UCEM Code of Practice on Programme Monitoring, Amendment, Review and Discontinuation. Should such an eventuality occur during the admissions and registration process, applicants will be informed immediately of any change and the alternative arrangements that have been put in place. Existing students will be informed of when the changes will be effective from, which will usually be the next academic year (1 September).
- 7.3 Where changes in the Regulations adversely affect a student UCEM will seek to offer the student a suitable replacement programme. If the student does not wish to accept UCEM's offer of a replacement programme or if UCEM is unable to offer a replacement the student will be able to withdraw from the programme. In the event the student withdraws, UCEM will make an appropriate refund of any fees paid by the student. Further information is provided in the [UCEM Student Protection Plan](#) which details the action UCEM will take if there are changes to a programme, and how UCEM will protect the interests of students.
- 7.4 UCEM may, at its discretion, introduce any changes made to the Academic and General Regulations for Students (Levels 4-7) with immediate effect where it is in the interests of students to do so, and/or necessary to reflect changes in the law or regulatory framework. (Further details about the notification of changes to educational services are provided in para 12.2 of the Academic and General Regulations for Students (Levels 4-7).
- 7.5 Notice of any amendments to these Academic and General Regulations for Students (Levels 4-7) and the Code of Practice will be posted on both the UCEM website and the VLE and, where appropriate, sent direct to students.
- 7.6 The Academic Board may decide to discontinue any of the UCEM awards in response to academic circumstances, such as currency of the curriculum or student progression and retention, or in response to feedback and/or annual monitoring or periodic review.
- 7.7 The Principal has the authority, following consultation with the Senior Leadership Team to discontinue a programme on the grounds of financial viability and/or resource availability.
- 7.8 In the event that an award is discontinued, no new students will be enrolled, but the award will be conferred on those already registered and continuing to complete the approved programme of study in accordance with the regulations. If exceptionally an accelerated

closure is approved the Academic Board must satisfy itself that appropriate arrangements are in place to protect the interests of existing students.

8. Our right to end this contract

- 8.1 We may terminate your contract and your relationship with UCEM at any time if you commit a material breach of your obligations under this contract. This could include any of the following:
- 8.2 We find that you have given us untrue or misleading information as part of the admissions process. This could include false information on the previous qualifications you have obtained, or not supplying correct documentary evidence of previous qualifications. (For example, documentary evidence of qualifications will be required). Photocopies only should be supplied, certified by a professionally qualified person such as a member of RICS, CIOB, a lawyer, police officer or doctor. Correct evidence of your qualifications which matches the details of your qualifications that have been provided on your application form must be supplied within eight weeks of the programme start date.
- 8.3 You fail to meet any academic or administrative requirements shown in the Academic and General Regulations for Students (Levels 4-7) or the Student Handbook;
- 8.4 You fail to pay your module fee or any part thereof;
- 8.5 You fail to complete any programme within agreed timescales; and/or
- 8.6 Your conduct constitutes any of the disciplinary offences set out in Clause 9 below.
- 8.2 Notification of the termination of your contract by UCEM will be provided in a clear written statement, either by letter sent by post, or email.
- 8.3 In the event of termination, UCEM also reserves the right to revoke any award in accordance with Section 9.5 of the Academic and General Regulations for Students (Levels 4-7). This may occur following a disciplinary offence as detailed in Section 10 of the Academic and General Regulations for Students (Levels 4-7) which would have resulted in a decision not to grant an award, for example through academic misconduct.
- 8.4 Students may be excluded from UCEM either temporarily or permanently on the authority of the Principal, or on the authority delegated to the Deputy Principal. Such exclusion may be sanctioned on the basis of academic or disciplinary grounds, or in cases of non-payment of fees. Additionally, UCEM reserves the right to exclude or terminate a student's study from a programme if they make repeated and/or unfounded appeals or complaints regarding the programme and/or its delivery where in the opinion of UCEM such conduct is considered untruthful, vexatious, malicious and/or frivolous. Any such decision is subject to the student's right of appeal under the UCEM Code of Practice Complaints and Appeals.

9. Disciplinary Offences

- 9.1 We regard the following as disciplinary offences, although this is not a definitive list:

Conduct that:

- disrupts or improperly interferes with the teaching, learning, research, administrative or other activities of UCEM;
- is violent, indecent, disorderly, bullying, discriminatory or threatening, or involves offensive behaviour or language during any UCEM activity;

- is likely to cause injury or affect people's safety during any UCEM activity or on UCEM's premises;
- disadvantages UCEM's assessment procedures, including conduct that breaks UCEM's Academic General Regulations for Students and Code of Practice Academic Misconduct. For the avoidance of doubt this specifically includes any type of plagiarism – whether it takes the form of copying the work of another or of purchasing or otherwise obtaining work produced by someone other than the student which is then presented as being the student's own, or any other form;
- in the opinion of the UCEM, damages our reputation;
- misuses Programme Materials or infringes UCEM's IPR;

Revealing confidential information without permission including:

- Personal information about applicants, other students, graduates and staff;

Selling, distributing or advertising for sale or distribution, student coursework so as to encourage or enable plagiarism and/or academic misconduct, whether or not the coursework include a tutor's marks and/or comments.

10. Your right to cancel your contract

10.1 New students' legal right to cancel

New students have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the commencement of this contract (i.e. 14 days from the point at which you register for the programme via our online portal. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by contacting us at:

Admissions Officer

UCEM

Horizons

60 Queen's Road

Reading

RG1 4BS

admissions@ucem.ac.uk

10.2 You may use the model cancellation form, available on the UCEM website but it is not obligatory.

10.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you without undue delay, and in any event not later than 14 days after the day on which you inform us of your decision to cancel.

10.4 If you requested to begin the performance of services (i.e. start your programme) during the 14 day cancellation period, you will pay us an amount which is in proportion to the services you have received since starting the programme until you have communicated to us your cancellation of this contract.

10.5 If you want to cancel after this period, the provisions of clause 10.6 will apply.

10.6 New and existing students' additional cancellation rights

In addition to the legal right for New Students to cancel their contract as provided for in Section 10.1, new and existing students may cancel their contract and withdraw from the programme at any time. If you change your mind you are subject to the UCEM. Refund and Compensation Policy which is available at www.ucem.ac.uk/refund

10.7 Recommencing study after withdrawing

Please note that UCEM is not able to guarantee a place on the programme for students who wish to recommence their studies after withdrawing. Withdrawal is when a student decides to leave the programme, and does not intend at that point of decision to return to the same programme at a future date. A student is required to re-apply to UCEM following the application process as published on the UCEM website if a decision is made at a later date to re-join the programme. A new contract with UCEM will be entered into if a place is offered and accepted by the student.

10.8 Notwithstanding the above, circumstances of an exceptional nature (such as serious illness or the death of a close family member) may arise which lead to a student withdrawing from a programme. In cases of withdrawal due to an exceptional nature UCEM may use its discretion to waive fees due.

11. Access to and use of the UCEM Website

11.1 The provision of Programme Materials and information which can be downloaded or accessed from UCEM's website is dependent upon internet and third party connections which are out of the control of UCEM and UCEM does not warrant that the Website and associated services will be continuously available 24 hours a day, 7 days a week, 365 days a year, but UCEM will use its available resources and reasonable endeavours to keep downtime to a minimum.

11.2 After the contract commencement date you will have access to information and Programme Materials and UCEM will provide you with a password and user identity. You are solely responsible for maintaining the confidentiality and security of your Internet account and usage of the Programme Materials including use of any unique logon IDs.

12. Our liability to you

12.1 Nothing in this contract shall operate to exclude or limit our liability to you for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be excluded or limited under applicable law, for example under section 57 of the Consumer Rights Act 2015.

12.2 UCEM will only be liable for loss or damage that is a foreseeable result of UCEM breaching the contract. This includes loss or damage that is an obvious consequence of UCEM's breach of the Terms and Conditions of the Contract, or if such damage or loss was contemplated by you or UCEM at the time of entering into the Contract.

13. Data protection

13.1 UCEM shall at all times when processing Personal Data relating to, or provided by, you ('the Student')

- comply with its obligations under the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any amendment or update to that legislation
- comply with the UCEM Data Protection Policy and the Privacy Notice for Students which can be found at <http://www.ucem.ac.uk/about-ucem/ucem-policies/privacy-policy/>;
- Ensure that there are in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of Personal Data and to prevent accidental loss or destruction of, or damage to, Personal Data.
- In this Clause 13, Personal Data has the meaning given in the General Data Protection Regulation (2016/679) Article 4.

14. Confidentiality

14.1 UCEM shall at all times keep confidential any special categories of personal data (as defined in the General Data Protection Regulation (2016/679) Article 9) that it may hold about you ('the Student') which is provided on a confidential basis to UCEM, such as information regarding disability or wellbeing issues, which enables UCEM to provide support as part of its obligations to the Students. UCEM will only share such special categories of personal data with explicit consent or as required by applicable law or regulations. Students have an obligation to keep information confidential when it is provided on a confidential basis between UCEM and the student, for example in relation to when a student is undergoing a disciplinary matter, or a student complaint against a member of staff is being investigated.

15. Events outside our control

15.1 UCEM will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

- 15.2 A Force Majeure Event includes but is not limited to any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: Strikes, lock-outs or other industrial action: Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; Impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.
- 15.3 UCEM's performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

16. General

- 16.1 This contract is between the student and UCEM. No other person shall have any rights to enforce any of its terms.
- 16.2 Even if UCEM delays in enforcing this contract against the student, UCEM will be entitled to enforce it at a later stage. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you not have do to those things or prevent us taking steps against you at a later date.
- 16.3 If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 These terms and conditions are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Wales, you can bring legal proceedings in respect of the services in Wales or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

17. Your consumer law rights

- 17.1 As a consumer of services provided by UCEM you have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill or care. For further information go to the Competition and Markets Authority website: <https://www.gov.uk/government/organisations/competition-and-markets-authority>. Students living in the UK may visit their local Citizen's Advice Bureau or Trading Standards Office.

18. Complaints Procedure

- 18.1 The UCEM Complaints Procedure details the process for raising a complaint with UCEM, and the procedure that will be followed if you raise a complaint. The Complaints Procedure

forms part of the contract. A copy of the UCEM Complaints Procedure is published on the UCEM Website: <https://www.ucem.ac.uk/wp-content/uploads/2017/07/Student-Complaints-Procedure-v4.00.pdf> and is issued to you with your offer letter.