

# **ASU LONDON**

# **STUDENT TERMS AND**

# **CONDITIONS**

## **2026 - 2027**

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## 1. INTRODUCTION

- 1.1 These terms and conditions, and any procedures or policies referred to in them set out in detail the relationship between you and ASU London, which starts at the point when you register with us as a student (the "Terms and Conditions"). It is your responsibility to read and understand them. Please contact the Student Hub if anything is unclear.

<b>"Cancellation Period"</b>	has the meaning set out in Section 5.1
<b>"CANVAS"</b>	means ASU London's learning management system
<b>"Contract"</b>	has the meaning set out in Section 2.1
<b>"Force Majeure Event"</b>	has the meaning set out in Section 17.2
<b>"GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016
<b>"Intellectual Property Rights" and "IP"</b>	<p>means the outputs of your creative and intellectual efforts, such as inventing a new process or product. It can allow you to own things you create in a similar way to owning a physical property. You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission. This includes:</p> <ul style="list-style-type: none"><li>(a) Copyright – protects material such as literature, art, music, sound recordings, films and broadcasts.</li><li>(b) Designs – protect the visual appearance or eye-appeal of products.</li><li>(c) Patents – protect the technical and functional aspects of products and processes.</li><li>(d) Trademarks – protect signs that can distinguish the goods and services of one trader from those of another.</li></ul>
<b>"Offer"</b>	means our written offer to you of a place on the Programme, sent to you via email or letter
<b>"Programme"</b>	means the programme of study described in your Offer
<b>"Programme Specification"</b>	means subject to these Terms and Conditions, the description of the Programme set out on our website as at the date you accept your Offer and the Programme information sheet provided with your Offer (if applicable)

<b>"Regulations and Policies"</b>	means our rules, policies, procedures and other regulations in force from time to time that are relevant to the Programme and that are made available to you on our website or otherwise provided to you
<b>"ASU London", "we", "us" and "our"</b>	means ASU London, a company limited by guarantee registered in England and Wales (No. 11979669) and is an exempt charity under paragraph 11(A) of Schedule 3 to the Charities Act 2011(a) and its registered office is at ASU London Building, 11 Quebec Way, London, SE16 7LG
<b>"UKCISA"</b>	means the UK Council for International Student Affairs
<b>"UKVI"</b>	means UK Visas and Immigration
<b>"you" and "your"</b>	refers to you the student or applicant

1.2 ASU London is a company limited by guarantee registered in England and Wales No. 11979669 and is an exempt charity under paragraph 11(A) of Schedule 3 to the Charities Act 2011(a) and its registered office is at ASU London Building, 11 Quebec Way, London, SE16 7LG.

1.3 Please note that these Terms and Conditions apply to ASU London's Higher Education programmes.

1.4 Note that you may have other contractual arrangements with third parties e.g. accommodation, Student Loans Company; these will be subject to separate agreements.

## 2. YOUR CONTRACT WITH US

2.1 By accepting our offer of a place on a Programme, you accept these Terms and Conditions in full, which along with the following documents:

2.1.1 your Offer;

2.1.2 Regulations and Policies; and

2.1.3 Programme Specification (as provided with your Offer),

form the contract between you and ASU London, in relation to your Programme (the "**Contract**")

2.2 The Contract is formed when you meet the conditions of your Offer (if any) and register as a student.

2.3 We may withdraw or amend your Offer before it is accepted, without liability to you for the following reasons.

2.3.1 if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application;

- 2.3.2 you fail to pay your deposit (if applicable) by the date set out in your Offer;
  - 2.3.3 you fail to provide evidence that you have been awarded an Academic Technology Approval Scheme ("**ATAS**") certificate or electronic approval notice (including compliance with its terms);
  - 2.3.4 you fail to pass an occupational health check (subject to ASU London's obligations under the Equality Act 2010 in respect of students with disabilities);
  - 2.3.5 you fail to demonstrate that you have the correct immigration permission to study in the UK, or fail to comply with any immigration conditions; and
  - 2.3.6 in line with Section 2.2 above, where you fail to fulfil the conditions of your Offer before the date notified to you in the Offer prior to the start of the Programme.
- 2.4 It is important that you read these Terms and Conditions carefully before accepting an Offer of a place on ASU London's Programmes.
- 2.5 You are required to register at the start of your Programme and to re-register annually. The Terms and Conditions as amended from time to time will apply throughout your registration with ASU London.
- 2.6 If you fail to register but continue to access our facilities and services as if you had registered, you will be deemed to have accepted our Terms and Conditions and be liable to pay tuition fees in accordance with this Contract and the [Student Fee Policy](#).
- 2.7 Once you have successfully registered at ASU London, you must pay the tuition fees, as set out below.

### **3. ENROLMENT**

- 3.1 In order to commence your study on your Programme you must enrol at ASU London and pay all applicable fees for your Programme. The enrolment process is as follows:
- 3.1.1 once your Offer becomes 'unconditional firm', you will be sent an online registration form to complete;
  - 3.1.2 upon submission of the registration form, you will be issued your ASU LONDON- London account credentials and login details for CANVAS;
  - 3.1.3 you will then receive pre-arrival Programme information via CANVAS, including an invitation to complete a series of introductory modules. You will also receive a reminder of your on-campus enrolment date; and
  - 3.1.4 you will be required to attend your on-campus enrolment, the date of which will be confirmed in your Offer. The on-campus enrolment will include the following:
    - 3.1.4.1 an ID verification check;
    - 3.1.4.2 an immigration status check;

- 3.1.4.3 a qualification check;
  - 3.1.4.4 a registration form information check; and
  - 3.1.4.5 a finance source verification check.
- 3.2 If you do not enrol by the enrolment cut-off date as provided in your Offer, we reserve the right to refuse to enrol you and withdraw you from your Programme (without liability).
- 3.3 We will ask you to re-enrol for each subsequent academic year. This is to confirm your intention to continue your Programme and will not create a new Contract in respect of your Programme.
- 3.4 When you attend enrolment, you must provide to us proof of your identity and proof that you have satisfied all the entry requirements in the form of original official documents, certificates issued by a recognised awarding body and official translations of any certificates which are issued in any language other than English, unless these have been supplied to us via UCAS.
- 3.5 All students, regardless of their nationality or immigration status, are required to provide proof of identity and – where a separate document – of their right to study in the UK. You will be required to comply with all requirements of this Section 3 and of Section 7.
- 3.6 If you fail to provide proof of identity, evidence of meeting the entry requirements specified for you, or evidence of your right to study in the UK as applicable, we may cancel the Contract on written notice to you, or suspend you from your Programme and not allow you to enrol at ASU London, in each case without liability to you and we shall not be responsible for any related or ancillary costs or losses you incur.
- 3.7 International students will be required to prove their right to study in the UK by providing evidence of their UK immigration status and of any conditions applicable to that status, in accordance with Section 7. Additional evidence will be required from a student that is sponsored by ASU London under the Student immigration route, in accordance with Section 3.8 below and Section 7.
- 3.8 To complete the enrolment process with ASU London, a sponsored student must provide the following documents for review:
  - 3.8.1 their current passport;
  - 3.8.2 where applicable, a visa vignette endorsed in their passport;
  - 3.8.3 proof of their date of entry to the UK, where sponsorship by ASU London was used to secure the student's entry clearance to the UK;
  - 3.8.4 where applicable, a share code providing access to the UKVI 'view and prove' service, to allow for inspection of an eVisa;
  - 3.8.5 where available, a copy of the UKVI immigration decision email confirming the status approved and any conditions which attach to it; and

- 3.8.6 where applicable, a copy of the certificate or the electronic approval notice issued by the Foreign and Commonwealth Office to confirm approval under the Academic Technology Approval Scheme (ATAS).
- 3.9 By completing the enrolment process, you warrant and represent that:
- i. you have an immigration status that entitles you to undertake your Programme (see Section 7 below for further details);
  - ii. you have met all the entry requirements; and
  - iii. the information provided by you to us in your application is true, accurate and complete and does not omit any material information relevant to your application, your attendance as a student of ASU London or your immigration status.

## 4. HOW WE WILL COMMUNICATE WITH YOU

Once you have registered, we will contact you about your Programme (timetables, assessments, administration such as room changes) and your studies (including how to make the most of your time at ASU London, support, opportunities). We will contact you using your ASU London email address or via Teams, and you must therefore check both of these on a regular (at least daily) basis.

## 5. HOW TO CANCEL

- 5.1 You have the right to cancel your acceptance of the Contract within a period of 14 days, which commences on the date you accept an offer of a place on your Programme (the “**Cancellation Period**”).
- 5.2 You must inform us in writing of your decision to cancel by emailing [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk). For convenience you may complete our cancellation form at Appendix A but it is not obligatory.
- 5.3 Save for where a Programme starts during the Cancellation Period, if any payment has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in Section 5.1, we will provide you or the person who has made such payment (as the case may be) with a full refund (including any deposit) as soon as reasonably possible but in any event within 14 days of ASU London receiving notice of your cancellation. We will make the refund using the same means of payment as you used for the initial transaction. You shall be liable for any currency exchange losses and or bank handling fees you incur as a result of ASU London returning funds to you. Where you start a Programme within the Cancellation Period, because for example you have accepted your place late, ASU London reserves the right to keep reasonable costs associated with the service that you have received within the Cancellation Period. Please refer to the Student Fees Policy for further information.
- 5.4 Where you withdraw from your Programme and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

- 5.5 If you wish to withdraw outside the Cancellation Period, you must inform us of your intention to withdraw, by informing the Registry at [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk). Further information about tuition fee refunds is available in the [Student Fees Policy](#).

## 6. DEFERRALS

- 6.1 Further information in relation to deferrals is available in our [Admissions Policy](#).

## 7. IMMIGRATION REQUIREMENTS

- 7.1 All students registered at ASU London must have permission to study in the UK throughout their Programme, regardless of which country they are from. You will need to provide original evidence of your permission to study in the UK at the point of enrolment by producing documents that establish your identity and nationality, your UK immigration status, and any conditions which attach to that status. We will also request a copy of such evidence during the application process, and you may be asked to prove your status again during your Programme if your immigration status expires or is otherwise renewed.
- 7.2 If your immigration status changes at any time during, before registration, or before you complete your Programme, you must inform ASU London of the change immediately and provide new evidence to prove your status and any conditions which attach to it. Failure to do this may result in you being withdrawn or suspended from your Programme.
- 7.3 The acceptable original evidence of your valid immigration status is typically a share code to allow ASU London to use the UKVI online 'view and prove' service. Where available to you, you should also provide a copy of the email confirmation you received from UKVI that confirms the status you have been granted and any conditions that attach to it.
- 7.4 If your immigration permission is a visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your visa). This may be a stamp in your passport, or evidence of your travel to the UK (such as a boarding card), depending on the specific documents that are available to you.
- 7.5 You will be required to provide your UK contact details (including UK address, telephone number and email address). If these details change at any time before registration or before you complete your Programme, you must inform ASU London of the change at the earliest opportunity and provide new information. Failure to do this may result in you being withdrawn or suspended from your Programme.

- 7.6 If you are subject to UK immigration control, you will need to continue to hold valid immigration status including permission to study throughout your Programme. Evidence of your status and study permission must be provided at the start of each academic year or more frequently if requested by ASU London. If you hold limited permission to remain or stay which is due to expire during your Programme, you will be required to demonstrate to us that you have obtained further permission to remain or stay as required or, where relevant, Indefinite Leave to Remain or Settlement. If you fail to provide such evidence to us upon request, we reserve the right to prevent you from registering on your Programme or to withdraw you from your Programme (as set out in Section 2.3 and 19).
- 7.7 If you require immigration permission to study at ASU London it is your responsibility to obtain the appropriate status before starting your Programme. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of your immigration status throughout your Programme. Failure to abide by conditions of stay may lead to you being withdrawn from your Programme and/or the cancellation of your immigration status. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your status take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 7.8 If you need to be sponsored under the Points Based System as a Student, subject to our assessment, ASU London may issue you with a Confirmation of Acceptance for Studies ("**CAS**"), but ASU London is under no legal obligation to do so.
- 7.9 If ASU London sponsors you under the Student route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant timely notifications to ASU London. ASU London complies with UKVI's rules for sponsor licence holders and is required to provide UKVI with information about Students it sponsors, including failure to register on the nominated Programme, failure to engage or attend classes without permission, any concerns about Students working illegally in the UK or who are otherwise breaching their conditions of stay.

You agree to ASU London providing UKVI with any information required pursuant to ASU London's status as a sponsor licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform ASU London immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Programme.

- 7.10 Where you fail to comply with your requirements as a sponsored student, including failure to academically engage with your course, or to restrict UK work activity to the conditions of your immigration status, we will withdraw your CAS in line with the requirements of the UKVI Sponsor Guidance. This will result in your withdrawal from your Programme with ASU London.
- 7.11 Some international students who are applying to study for a qualification in certain sensitive subjects must apply for an ATAS certificate before applying for immigration status. If you are a student who is required to apply for an ATAS certificate, you will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Programme.

- 7.12 On occasion, ASU London may need to contact UKVI to clarify details on outstanding immigration applications and previous immigration history. Any such contact or related sharing with UKVI of your personal data will be carried out in accordance with applicable data protection legislation in the UK. Please refer to ASU London's [Data Protection Policy](#), for more information about how ASU London processes your personal data.
- 7.13 Non-compliance with the conditions of your immigration status could also result in the cancellation of your status, fines and/or a ban on entry to the UK by the UK government.
- 7.14 Many UK immigration routes are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student route is not permitted. As a licensed sponsor, ASU London has a duty to notify UKVI if we become aware of any instances of our sponsored Students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to cancellation of your immigration status. ASU London sponsored students will not receive the right to work in the UK and should not undertake paid work activity of any kind whilst present in the UK for the purpose of study.
- 7.15 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or have failed to comply with any immigration conditions, ASU London may: refuse to admit, enrol, or re-enrol you, or may immediately withdraw your CAS or suspend or terminate your studies (as set out in Section 2.3 and 19). If the Offer is withdrawn, ASU London refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your immigration status and your ability to enter, study, work and/or remain in the United Kingdom.
- 7.16 For the avoidance of doubt, ASU London is not responsible for you meeting the conditions to qualify for either the Student or the Graduate route. ASU London shall not be responsible for any changes to the UK immigration rules which result in you no longer being eligible to study at ASU London.
- 7.17 Further details in relation to immigration are set out in the [Student Visa Sponsorship Policy](#).

## **8. ENGAGEMENT WITH YOUR STUDIES**

- 8.1 Your Programme may be delivered:
- 8.1.1 on-campus through face to face teaching;
  - 8.1.2 online using distance learning methods; or
  - 8.1.3 using a blended approach of on-campus and online delivery.
- 8.2 The method of delivery for your Programme will be stated in the Programme Specification.

- 8.3 You should engage with all learning activities which form part of your Programme and you should only be absent for medical or other personal reasons agreed in advance with the Registry team.
- 8.4 You should be aware that some Programmes and modules may require a specific level of attendance which will be clearly stated in the Programme Specification. We will normally timetable our teaching to take place from Monday to Friday between the hours of 9.00 am and 6.00 pm.
- 8.5 Students who have immigration status sponsored by ASU London must refer to the Student Visa Sponsorship Policy for additional specific attendance and engagement requirements to establish a satisfactory level of academic engagement. Failure to demonstrate adequate academic engagement may lead to a report being submitted to UKVI, withdrawal of your CAS, withdrawal from your Programme, and/or cancellation of your UK immigration status.
- 8.6 If your engagement is considered unsatisfactory, we will invoke the processes outlined in the Attendance and Engagement Regulations (which is contained within the [Student Regulations](#)).

## **9. CHANGES TO REGULATIONS AND POLICIES**

- 9.1 During your Programme, we may update and replace our Regulations and Policies from time to time in order to ensure that ASU London operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Regulations and Policies will be appropriately notified to students via email or the website. Such changes will not affect the content of your Programme (see Section 10 for provisions concerning changes to Programmes).
- 9.2 Any changes made under this Section 9 will normally come into effect at the start of the next academic year. ASU London will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.3 The updated Regulations and Policies will be made available on our website and may be publicised by other means so that students are made aware of any changes.

## **10. CHANGES TO YOUR PROGRAMME**

### **10.1 Changes to Programmes**

- 10.1.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme as set out in the Contract, due to the time period between the publication of Programme advertising and marketing information and registration on your Programme circumstances may arise where we are required to make changes to your Programme. Examples of "changes" include changes to the content or structure of your Programme, or to the method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-

- 10.1.1.1 where changes are in students' overall interests, for example because of developments in teaching practice, technology or new assessment methods;
  - 10.1.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how ASU London is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
  - 10.1.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
  - 10.1.1.4 where ASU London decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Programme; and/or
  - 10.1.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or services as described in the Programme Specification.
- 10.1.2 ASU London is committed to providing appropriately qualified staff to teach its Programmes and modules, but it does not commit to ensuring that any individual will teach on any given Programme. Where these members of staff leave ASU London, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by ASU London.

## **10.2 Closure of Programmes**

- 10.2.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme in accordance with the Contract, circumstances may arise where we are required to close your Programme. Examples of where Programme closure may be made or required are (without limitation):-
- 10.2.1.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of staff, or by other resources (e.g. temporary staff) that ASU London would normally engage in such circumstances;
  - 10.2.1.2 the government requires changes to be made;
  - 10.2.1.3 if there are insufficient numbers expected on a specific Programme, which could impact on your academic and student experience; or

- 10.2.1.4 if there are unforeseen exceptional circumstances including a Force Majeure Event which affects our ability to deliver the Programme as expected.
- 10.2.2 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our Student Protection Plan and the Refund and Compensation Policy.

### **10.3 Consequences of changes to Programmes or closure of Programmes**

#### **Changes to Programmes before enrolment**

- 10.3.1 If we have to change your Programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Programme (as against the commitments made in your Offer and/or Programme Specification and as reasonably determined by us) before you enrol at ASU London, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended Programme, you may either:-
- 10.3.1.1 terminate the Contract and/or withdraw your application for the Programme without any liability to us for tuition fees and with ASU London issuing you with a full refund of any and all tuition fees (including any deposit); or
- 10.3.1.2 transfer to another Programme as may be offered by us for which you are qualified.

#### **Changes to Programmes or closure of Programmes post enrolment**

- 10.3.2 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Sections 10.1 and 10.2 above, ASU London will take all reasonable steps to minimise disruption to students (including where your Programme is closed and ASU London is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new Programme: (i) at ASU London for which you are qualified; or (ii) at an alternative provider).
- 10.3.3 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.
- 10.3.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students (where possible and appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

- 10.3.5 If we make substantial changes to your Programme (as against the commitments made in your Offer and/or Programme Specification and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your Programme, you must notify us of this in writing, following which we may offer you a suitable alternative Programme for which you are qualified (at no additional cost to you).
- 10.3.6 If you agree to transfer to an alternative Programme as may be offered to you by ASU London (and for which you have the requisite qualifications), you will only be liable to pay the lower of the fee for the original Programme, or the alternative Programme, and we will reimburse you if there is any difference in the fees.
- 10.3.7 If you are unhappy with the alternative Programme we offer you or we are unable to offer you a suitable alternative Programme, you may end your Contract with immediate effect by contacting the Student Hub by email at [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk). The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).
- 10.3.8 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Programme with them. You may also want to consider other matters such as accommodation and travel costs.

## 10.4 Compensation

- 10.4.1 Where you terminate your Contract pursuant to this Section 10, you may be entitled to a refund of tuition fees paid (as noted above in this Section 10) and/or compensation pursuant to our Refund and Compensation Policy.

## 11. COMPLAINTS

Once you have enrolled as a student you are entitled to raise any concerns with any aspect of our service by means of the Student Complaints Regulations (within the [Student Regulations](#)). Our Student Complaints Policy explains how to submit a complaint to ASU London and how you can request a review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA) if you are dissatisfied with the outcome of the ASU London complaints process.

## 12. IT EQUIPMENT

You will have access to the use of ASU London's IT facilities while you are a registered student. You must be aware of and observe our [IT Usage Policy](#).

## 13. INTELLECTUAL PROPERTY

- 13.1 More than one type of IP may apply to the same creation. Patents, registered trademarks, and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design rights are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.
- 13.2 As a general principle, you are the owner of all copyright and other Intellectual Property Rights in the works which you create during your Programme. Because of our close association with industry, outputs from some projects undertaken with industry may have alternative IP arrangements. As a student of ASU London, you agree to grant us permission to use your work or copies of your work (digital or otherwise) for academic, teaching and marketing purposes.
- 13.3 Access to the ASU London's virtual learning environment, online materials, other materials are supplied exclusively to you solely for the purposes of participating as a student in a Programme. You must not copy the materials, except for your own study purposes. You must not supply them to any other person or permit access to the site or coursework materials to any other person without the prior written consent of ASU London. You must keep your User ID and Password confidential.

## 14. DATA PROTECTION

- 14.1 As a data controller, ASU London is committed to protecting the privacy and security of your personal data in accordance with GDPR. Our [Privacy Notice](#) and [Privacy and Data Protection Policy](#) set out how we use, manage, and protect your
- 14.2 personal information. We collect and process information about you under the terms of this Contract for teaching and administrative purposes. As a data subject, you have several rights: you can request access to your data, ask us to correct any inaccurate data or to stop processing your data. For more information or to exercise your data subject rights, you can contact the [Data Protection Officer](#).
- 14.3 We may check the accuracy of any personal information you provide against relevant external sources. We will process and store your data on secure networks and disclose data only within the terms of the [Privacy Notice](#) and [Privacy and Data Protection Policy](#). We are reliant on you for much of the data we hold. You can help us keep your records up to date by notifying us of any alterations to your address, personal details, or Programme enrolments. For full details, please refer to our [Privacy and Data Protection Policy](#).
- 14.4 If you are dissatisfied with the way we have processed your personal data, or have any questions or concerns about your data please contact the [Student Hub](#) or [Data Protection Officer](#), if we are not able to resolve the issue to your satisfaction, you have the right to complain to the Information Commissioner's Office (ICO).
- 14.5 We will monitor your attendance for the purposes of Programme attendance requirements, immigration and sponsorship compliance and for professional body requirements. We will use this monitoring data as evidence of your engagement with the Programme which may result in appropriate intervention.

- 14.6 You give us permission to share your data with Kings College London Students Union so that affiliate accounts can be created for you to access Students' Union services.
- 14.7 You give us permission to share your data with Arizona State University to improve ASU London's student services and data reporting capabilities.

## **15. HEALTH AND SAFETY**

- 15.1 We will take all steps necessary to ensure the health, safety, and wellbeing of all members of the ASU London community, including staff, students, and visitors, and we will conduct our affairs in such a way as to protect everyone who may be affected by our activities.
- 15.2 You should be aware of the safety rules applying to buildings, read the safety notices and the [Health and Safety Policy](#), know what to do in the event of a fire, and be aware of escape routes from your place of study or any other area you may occupy.
- 15.3 In addition, if you have either permanent or temporary mobility disabilities which might affect your ability to leave a building or use the stairs unaided, you should provide information to enable us to implement personal emergency evacuation plans (PEEPs) and fulfil our obligations in relation to fire safety arrangements.
- 15.4 There are restrictions on bringing hazardous materials or substances onto our premises which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances, and drugs etc.
- 15.5 We will provide you with induction and training relating to health and safety appropriate to your Programme of study. This will include:
- a. fire evacuation;
  - b. accident prevention and reporting (accidents should be reported to the member of staff in charge of the session or to the Student Hub);
  - c. safe use of materials/equipment;
  - d. any hazardous substances;
  - e. specific policies/safe working procedures; and
  - f. risk assessments/safety precautions.
- 15.6 Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with ASU London where duties are imposed under the Health and Safety at Work Act or other statutory provisions.
- 15.7 Your health and safety responsibilities include avoiding reckless behaviour and taking positive steps to identify, understand and report potential hazards. You are required to comply with safety rules and procedures and ensure that nothing you do or fail to do will place yourself or others at risk. In the first instance, any issues regarding health and safety should be reported to the [Facilities team](#).

- 15.8 Our [Student Discipline Policy](#) may be invoked if you break specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

## 16. TUITION FEES

- 16.1 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "International". Fee status will be determined upon application and will be confirmed in your Offer. All prospective students joining ASU London must provide all necessary fee assessment information requested to the admissions team to enable your fee assessment to take place prior to the start of your Programme. Your fee status will typically remain the same throughout the duration of your Programme, however, there are limited situations when a change in your circumstances could make you eligible for a fee status reassessment. For more information about when this might occur please refer to the current guidance from the [UKCISA](#).
- 16.2 You will be charged a tuition fee for each year of your Programme. The amount of your tuition fees is set out in your Offer. This fee covers the educational and related services made available to you whilst you study with us, including tuition/ supervisory services, access to learning and technical resources, assessment of submitted work, the use of special equipment, consumables, materials and facilities, support, and welfare provision.
- 16.3 Before registering at ASU London we would ask that you have put in place arrangements to ensure that you have sufficient funds to cover your studies and any associated costs.
- 16.4 ASU London does not charge additional fees to cover part or all the cost of special equipment, consumables, or facilities over and above the tuition fee where such equipment, consumables, or facilities use is a direct part of your programme of study. You will need to provide your own computer, and further details are set on the website. You need to pay for your living costs on any Study Abroad or industry engagement projects you take up.

### Tuition fee variations

- 16.5 Details of your tuition fees in the first year of your study at ASU London will be set out in your Offer. Many Programmes last several years, and ASU London reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Programme, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew ASU London's services and inflation. ASU London therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 16.6 below).
- 16.6 Tuition fee increases for undergraduate Home students are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.

- 16.7 In any event, a tuition fee increase for a returning or continuing:
- 16.7.1 undergraduate Home student shall not exceed a 10% (ten percent) increase on the total Programme tuition fees set out in the Offer, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time; and
  - 16.7.2 International student shall not exceed a 10% (ten percent) increase on the total Programme tuition fees set out in the Offer.
- 16.8 Where tuition fee increases are applied, ASU London will aim to give affected students no less than three months' written notice before the start of the academic year to which the tuition fee increase is intended to apply.
- 16.9 If ASU London notifies you that your tuition fees will be increasing, and you are unhappy with the increased fees, you may end your Contract with us provided that you inform the Student Hub by emailing [https://payment.flywire.com/pay/payment?recipient=TEH\\_\\_\\_\\_\\_studenthub@asu-london.ac.uk](https://payment.flywire.com/pay/payment?recipient=TEH_____studenthub@asu-london.ac.uk) no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and your studies with ASU London will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when you begin or resume your studies may have increased, on the basis set out above.

### Self-Funded Students

- 16.10 Students who are funding their own tuition fees may pay either pay in full or in three equal instalments on designated dates.
- 16.11 For courses commencing in September 2026 and students studying throughout the full academic year, the designated payment dates for 2026/27 are:

<b>Instalment 1</b>	Due by Friday 2 October 2026
<b>Instalment 2</b>	Due by Friday 1 January 2027
<b>Instalment 3</b>	Due by Friday 9 April 2027

- 16.12 Any alterations to the instalment plan as set out above can only be made with the written agreement of ASU London. Should you be considered by ASU London to have extenuating circumstances, ASU London may agree for the tuition fees to be paid on dates other than those specified. In this instance, ASU London reserves the right to request that evidence is provided to support this. Any agreement entered into by ASU London to alter the instalment dates will be subject to periodic review.
- 16.13 Payment must be in British pounds sterling and can be made by debit/ credit card via the secure ASU London Flywire link:  
<https://payment.flywire.com/pay/payment?recipient=TEH>

### Students who apply for a Government Tuition Fee Loan

- 16.14 You will usually be given a student support number or customer reference number. Where approval has been given for a government loan ASU London will not invoice you but will engage directly with the government loan provider.
- 16.15 You will have a separate contract with the government loan provider which is your responsibility to fulfil.
- 16.16 Where you have not yet received a decision from the appropriate student financial provider as to whether you are eligible for a Government tuition fee loan, you will normally be permitted to enrol as a self-funded student as set out in Sections 16.10 to 16.12.
- 16.17 Should your financial provider advise you that you are not eligible for support or that your application is still being assessed, your fee liability will be transferred to you, and you will be subject to the self-funding obligations in accordance with Sections 16.10 to 16.12.
- 16.18 Payments from the Government Tuition Fee Loan are paid in three instalments covering the Academic Year 26/27:

<b>Instalment 1 (25%) of the total tuition fee</b>	Due by Wednesday 14 October 2026
<b>Instalment 2 (25%) of the total tuition fee</b>	Due by Wednesday 17 February 2027
<b>Instalment 2 (50%) of the total tuition fee</b>	Due by Wednesday 19 May 2027

- 16.19 For Winter starters, the Government Tuition Fee Loan is paid in three instalments, which is as follows:

<b>Instalment 1 (25%) of the total tuition fee</b>	Due by Wednesday 17 February 2027
<b>Instalment 2 (25%) of the total tuition fee</b>	Due by Wednesday 19 May 2027
<b>Instalment 2 (50%) of the total tuition fee</b>	Due by 14 July 2027

- 16.20 Any balance of fees not covered by the Government tuition fee loan will be invoiced to you and this will be payable within 14 days from the date of the invoice. Please note that invoices will be issued to you in accordance with the timelines outlined in Section 16.18 or 16.19, depending on when you commenced studies.
- 16.21 If you receive funding directly from the government loan provider you are responsible for making payments to ASU London directly. It may be possible for your tuition fee payments to be aligned with your loan disbursement dates. If you are in this situation, please contact the Student Hub at [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk).

### **Students who are funded by an approved sponsor**

- 16.22 If your tuition fees are to be paid by an approved sponsor such as an employer, it is your responsibility to ensure that your tuition fees are paid by your sponsor.
- 16.23 Information which must be provided to enable ASU London to invoice the sponsor correctly is set out below:
- a. an official letter of sponsorship on the organisation's headed paper signed by an authorised signatory of the sponsor;
  - b. the invoice address, contact details and name of the official contact at the sponsor, and
  - c. the full name of the student and the total amount of the sponsorship.
- 16.24 ASU London will invoice the sponsor directly and payment must be made in full in line with the payment terms (30 days) set out on the invoice. The option of paying by instalments is not available to sponsors.
- 16.25 Should the sponsor default on payments or withdraw funding, the liability will be transferred to you, and responsibility will fall upon you to clear any overdue balance in full. In these circumstances, you must contact the Student Hub and make acceptable arrangements to pay any outstanding tuition fees within 14 days of the date of notification to you.

### **Students who are funded by other Governmental bodies or organisations**

- 16.26 If it is agreed that your tuition fees are to be paid by an approved Governmental body or another recognised organisation (including those based overseas) (the "**Overseas Organisation**"), it is your responsibility to ensure that your tuition fees are paid by the Overseas Organisation. Please note that you may have a separate contract with the Overseas Organisation which is your responsibility to fulfil.
- 16.27 Information which must be provided to enable ASU London to invoice the Overseas Organisation correctly is set out below:
- a. an official letter of sponsorship on the Overseas Organisation's headed paper signed by an authorised signatory of the body or organisation;
  - b. the invoice address, contact details and name of the official contact at the Overseas, and
  - c. the full name of the student and the total amount of funding.
- 16.28 ASU London will invoice the Overseas Organisation directly and payment must be made in full in line with the payment terms (30 days) set out on the invoice. The option of paying by instalments is not available to any Overseas Organisation.
- 16.29 Should the Overseas Organisation default on payments or withdraw funding, the liability will be transferred to you, and responsibility will fall upon you to clear any overdue balance in full. In these circumstances, you must contact the Student Hub

and make acceptable arrangements to pay any outstanding tuition fees within 14 days of the date of notification to you.

## International Student Payments

16.30 All international students who require immigration permission to study in the UK and are looking to study at ASU London will be required to pay a deposit to secure a place on their Programme and to obtain a CAS.

16.31 Deposits are non-refundable except where:-

16.31.1 you cancel your acceptance of a place within the Cancellation Period (see Section 5.1);

16.31.2 ASU London is unable to confirm your place on the Programme because you do not meet the conditions of your Offer of a place and you have provided proof that you do not meet the conditions of your Offer by the deadline specified in your Offer;

16.31.3 you are an international student and unable to obtain a student visa necessary to study on the Programme and ASU London is satisfied that you took all reasonable steps to ensure you obtained your visa prior to commencing your Programme and that the failure to obtain the visa was not your fault; or

16.31.4 ASU London withdraws your Programme or makes substantial changes to your Programme before you enrol, in accordance with Sections 10.1 and 10.3.1.

16.32 At ASU London's sole discretion, certain students will be exempt from having to pay the deposit, for example students fully funded by an official governmental body, the British Council or any similar international organisation. The amount of deposit payable, along with payment instructions, will be confirmed to you in your Offer from ASU London.

16.33 Deposit payments made to ASU London will be deducted from your total annual tuition fee liability as set out in the Offer. Where payment of tuition fees by instalments is selected, the balance of the total annual tuition fee will be split into 3 equal instalments, as set out below:

<b>Instalment 1</b>	Due by Friday 2 October 2026
<b>Instalment 2</b>	Due by Friday 1 January 2027
<b>Instalment 3</b>	Due by Friday 9 April 2027

16.34 Payment must be in British pounds sterling and can be made by debit/ credit card via the secure ASU London Flywire link:

<https://payment.flywire.com/pay/payment?recipient=TEH>

16.35 Refunds will be paid by the same method of payment to the payer of the fees to which the refund relates.

16.36 No discount on your tuition fees is given if you join a Programme late.

16.37 For more information on tuition fees, please see our [Student Fees Policy](#).

### **Non-payment or late payment of tuition fees**

16.38 If you do not pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions ASU London will send you a written notification requesting that you make payment within 14 days. If you fail to pay by the date specified in the written notification one or more of the following may happen:-

16.38.1 you may be prohibited from sitting examinations/submitting coursework;

16.38.2 you may be prohibited from using library or computing facilities or services;

16.38.3 you may be prohibited from accessing online Programme content;

16.38.4 you may be prohibited from attending classes;

16.38.5 your access to student records may be removed;

16.38.6 you may be suspended;

16.38.7 you may not be allowed to enrol;

16.38.8 you may not be allowed to graduate;

16.38.9 your results may be withheld;

16.38.10 we may not issue your degree certificate; and/or

16.38.11 you may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

16.39 If you are suspended from participation on your Programme, you may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of ASU London at our reasonable discretion.

16.40 A student who is suspended under Section 16.38 above and does not pay their outstanding tuition fees within 30 days of the date of their suspension may have their ASU London registration cancelled.

16.41 Students whose registration at ASU London is cancelled under Section 16.40 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Programme.

16.42 A student who withdraws or interrupts from their Programme during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuition fees within 14 days of the date of invoice.

16.43 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

16.44 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from you.

## 17. CIRCUMSTANCES OUTSIDE OUR CONTROL

17.1 We will do all that we reasonably can to provide your Programme as described on our website and in the Programme Specification or other documents issued to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.

17.2 We will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond ASU London's reasonable control ("**Force Majeure Event**"). Such events may include:

17.2.1 acts of God;

17.2.2 strikes, lockouts or other industrial action or disputes which are not within the capacity of ASU London to resolve;

17.2.3 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;

17.2.4 the imposition of sanctions;

17.2.5 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise); or

17.2.6 weather disruption, fire, flood or storm.

17.3 In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. ASU London shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under the Contract and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.

17.4 If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more then you will be entitled to:

17.4.1 defer your Programme, if you have not yet enrolled on to your Programme;

17.4.2 interrupt your studies, if you are currently enrolled on your Programme; or

17.4.3 terminate your Contract with immediate effect by contacting the Student Hub by email at [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk).

17.5 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative Programme and you may wish to contact the Student Hub by email at [studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk) to discuss this.

17.6 If you decide to terminate the Contract pursuant to Section 17.4.3, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid and/or compensation depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund of tuition fees and/or compensation is due (with reference to the Refund and Compensation Policy).

## **18. OUR LIABILITY TO YOU**

18.1 If we fail to comply with our Contract with you, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of contract or failure to use reasonable skill and care. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time the Contract was agreed.

18.2 We do not exclude or limit in any way our liability for:

- a. death or personal injury caused by the negligence of ASU London or its employees, agents, or sub-contractors;
- b. fraud or fraudulent misrepresentation; or
- c. any other act or omission, liability for which may not be limited by law.

18.3 We shall not be liable and expressly exclude liability for:-

18.3.1 loss, theft or damage to your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage;

18.3.2 for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of ASU London;

18.3.3 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;

18.3.4 any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event; and

18.3.5 any losses which were not foreseeable to you and us when this Contract was formed and losses are foreseeable if they are an obvious consequence of ASU London's breach of this Contract. ASU London does not accept liability for loss of opportunity or loss of profit.

## **19. TERMINATING YOUR CONTRACT**

19.1 We may withdraw you, thereby terminating your Contract at any time if:

- a. you have provided false, inaccurate, or misleading information in your application or at any other time;
- b. you fail to provide satisfactory evidence of your qualifications before registration and/or enrolment (if requested);
- c. you fail to meet the conditions of your Offer;
- d. you fail to meet the specific conditions or requirements for your Programme;
- e. you no longer meet immigration requirements;
- f. you acquire a relevant criminal conviction;
- g. you fail to register;
- h. you fail to progress through the Programme, in line with the requirements set out in the Academic Award Regulations (within the [Student Regulations](#));
- i. a fitness to study panel finds that you are unable to continue your studies owing to illness, including mental health issues;
- j. you fail to pay your tuition fees by the required deadline;
- k. you are found to have committed serious misconduct, as outlined in the Student Discipline Policy;
- l. you breach the Contract in any material respect, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
- m. a Force Majeure Event prevents us from providing your Programme for 6 weeks or more; or
- n. we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you.

19.2 If we cancel the Contract in accordance with Section 19.1 (a) to (l), you may be charged pro rata tuition fees up to the date of termination. Please note that if we cancel the Contract in accordance with Section 19.1 (m) and/or (n), depending on the circumstances and at all times acting reasonably, we may provide you with a full or partial refund of tuition fees within 14 days of the date of termination. If you are a self-funded student, we will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within 14 days of the date of termination. Further details on how you request a refund will be set out in the invoice you receive. If you have paid a deposit, and your pro rata tuition fees are less than the value of the deposit you have paid, you will not be entitled to a refund.

19.3 If we cancel the Contract in accordance with Section 19.1, and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which

has not ended will be calculated in accordance with the Student Loans Company guidelines.

- 19.4 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of ASU London.

## **20. GENERAL**

- 20.1 If any provision of these Terms and Conditions is or becomes void, illegal, invalid, or unenforceable, that shall not affect the legality, validity, or enforceability of the other provisions.
- 20.2 This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.
- 20.3 Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 20.4 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.
- 20.5 A reference to a Regulation or Policy shall include any amendments made from time to time under that Regulation or Policy.
- 20.6 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## **APPENDIX A - STATUTORY CANCELLATION FORM**

### **RIGHT TO CANCEL**

You have the right to cancel your Contract within a 'cooling off' period of 14 days after the day you accept our offer of a place to study, provided you have not already begun your Programme.

If you wish to exercise the right to cancel, you must inform ASU London in writing. You can do so by email ([studenthub@asu-london.ac.uk](mailto:studenthub@asu-london.ac.uk)).

I hereby give notice that I cancel my Contract for the supply of the following service: Contract for the supply of education services at ASU London for

.....(Programme)

Date of Acceptance of Offer\*: .....

Name of Student:.....

Address of Student: .....

.....

.....

.....

.....

Signature of Student .....  
(not required if submitting form electronically)

Student Number: .....

Date of Cancellation: .....

***\*Please delete as appropriate: if you have not yet registered, please confirm the date you accepted your offer; if you have registered, please confirm the date you registered.***