

# **Student Contract Summary**

## **2020-21 entry**

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## 1 General information

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- 1.1 Your relationship with us is governed by a 'contract'. This contract summary document explains what forms part of the contract, how you enter into it and how and when you can cancel the contract.
- 1.2 The purpose of this document is to summarise and highlight key parts of your contract. This document does not replace any part of your contract and should be read alongside the other parts of the contract. We especially recommend that you read the Offer letter, Terms and Conditions of your Offer and this document in full.
- 1.3 The contract relates to the delivery of educational services. This means the provision of education on your programme generally, and the general expectations and requirements that apply to these educational services.
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## 2 Entering into the contract

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- 2.1 When you accept your Offer to study with us, you are entering into the contract. This is the case regardless of how you accept your Offer (for example, whether you accept your Offer via a third party such as UCAS or directly with us). When you enrol (register) with us, you will be reminded about certain parts of the contract, including the General Regulations, Assessment Regulations and any applicable policies and procedures.
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## 3 What forms part of the contract

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- 3.1 The following form part of your contract:
- The Terms and Conditions of your Offer and your Offer letter (a link to this is usually sent to you at the point we make you an Offer to study with us)
  - The Offer letter issued by the Admissions team at Goldsmiths (offer letters issued by third parties are not part of this contract)
  - The contract summary document (sent to you with your Offer letter)
  - The General Regulations
  - The Assessment Regulations
  - The Student Regulations
  - A range of policies and procedures including: the Admissions Policy, the Student Fees, Refund and Compensation Policy, the Fitness to Study Policy

and Procedure, the Student Complaints Procedure, the Student Privacy Notice and the Student Appeals Procedure.

- The Accommodation Regulations (for students living in Goldsmiths accommodation)
- The Charters, Statutes and Ordinances
- Your programme handbook or specification (available from your department)

- 3.2 If there is a conflict between any parts of the contract, then we would resolve it in the order we have set out parts of your contract above. For example, if there is a conflict between something in your programme handbook and the Terms and Conditions of your Offer, normally the Terms and Conditions would apply.

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## 4 Key parts of the contract

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- 4.1 We have a legal obligation to make sure we tell you about any key or surprising parts of the contract, so we have set that information out below.

### Important parts of your Offer

- 4.2 The Terms and Conditions set out when an Offer may be withdrawn. You should pay particular attention to this information so that you understand the circumstances in which Goldsmiths may need to withdraw an Offer. Factors that could impact on your Offer include:
- 4.2.1. if we discover that false or misleading information was provided during the application process;
- 4.2.2. if you do not provide evidence that you have met the conditions of a conditional Offer in time (the deadline is normally communicated to you in your Offer letter, and is generally 31 August in any given year);
- 4.2.3. if you are studying on a programme that has regulatory requirements and you are unable to meet any of the regulatory requirements in time, including criminal records checks or similar.
- 4.3 Factors that could impact on your Offer if you are an international student include:

4.3.1. if we become aware that you do not meet the English Language requirements, either for admission to Goldsmiths, or, for students requiring student visas, for immigration purposes; and

4.3.2. for students who require student visas, if we reasonably believe you are not eligible to apply for a student visa either because of UK Immigration Law or Goldsmiths standard policies and procedures.

4.4 International students should pay attention to the immigration section of the Terms and Conditions, as this sets out conditions relating to receiving an Offer, receiving a Confirmation of Acceptance of Studies (CAS) statement, and of enrolling (registering) with us.

### **Important information about the delivery of educational services**

4.5 The Terms and Conditions explain that occasionally we may need to make changes to your programme and, in limited circumstances, we may need to withdraw a programme completely.

4.6 Goldsmiths will make all reasonable efforts to ensure that you are provided with educational services in accordance with the original Offer made to you and your contract. However, there are some limits to this, set out in this document and/or other parts of your contract.

4.7 You should familiarise yourself with the parts of your Terms and Conditions that set out the circumstances that may impact on our ability to deliver educational services on a specific programme or module.

4.8 There is a 'force majeure' clause in the General Regulations, and normally in your programme handbook(s). This is an important part of the contract because it sets out the limits of Goldsmiths' obligations in the event there is a disruption to the delivery of educational services.

4.9 A force majeure clause explains that, although Goldsmiths will take all reasonable steps to provide you with educational services in accordance with your contract, unforeseen or unavoidable events may impact on this. For example, in the event of: war, threats of war, riots, strikes and associated industrial action, terrorist activities, adverse weather, fire, or natural disasters there may be disruption to the delivery of educational services.

## **Information about tuition fees**

- 4.10 Your Offer letter should normally confirm whether you qualify for the 'overseas' or 'Home/EU' tuition fee rates. You should check this information is correct and contact the Admissions team as soon as possible if you think your fee status has been incorrectly assessed.
- 4.11 The tuition fee liability for your programme is normally listed on the programme webpage. Fees are also listed on the tuition fee webpages.
- 4.12 Non-payment of fees can have serious consequences. The General Regulations include a regulation relating to the payment of fees. It explains that if you become indebted to Goldsmiths you could be prohibited from entering any examinations or ultimately withdrawn from your programme. If you experience financial difficulties during your studies, you can visit the Student Centre for guidance.
- 4.13 International students will receive information about making an 'advanced fee payment' of £3,000 GBP before enrolling with us. Full details are available online, including information about advanced payment refunds and exemptions from the payment. Advanced fee payments are usually fully refundable unless your visa application is refused because of 'credibility' grounds or unless you do not enrol on your programme and you don't notify us that you won't be studying with us.

## **Engagement with your studies**

- 4.14 The General Regulations include details about expected 'attendance' requirements for your programme.
- 4.15 If you do not satisfactorily engage with your programme and attend all expected sessions (this can include lectures, seminars, tutorials, workshops, exhibitions and supervision sessions) you may be withdrawn from your programme.
- 4.16 Goldsmiths will only withdraw students in accordance with the applicable policies and procedures relating to attendance and engagement.

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## **5 Your right to cancel your place**

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- 5.1 You can cancel your acceptance at any point. However, once you have accepted your Offer, there are implications for cancelling your place depending on when you notify us.
- 5.2 Once you have accepted your Offer to study with us, you have 14 days to cancel your acceptance (for any reason). Your Terms and Conditions document sets out how you can cancel your acceptance.
- 5.3 If you cancel your acceptance within 14 days, then any fees paid to us will be reimbursed (subject to the information about advanced fee payments mentioned in paragraph 4.13 above)
- 5.4 After the 14-day period, you can still cancel your place but there may be tuition fee implications. The Student Fees, Refund and Compensation Policy sets out the tuition fee implications for cancelling your acceptance or withdrawing from your programme.

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## **6 Important information for international students**

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- 6.1 The Terms and Conditions document that you were sent a link to with your Offer letter includes information about student visa eligibility and general immigration requirements.
- 6.2 If you are an international student, then your Offer letter includes specific conditions relating to your eligibility for a visa. It is very important for you to read the information about visa eligibility before you accept your Offer.
- 6.3 Goldsmiths is bound by a number of legal obligations. We have to confirm that each student has the right to live and study in the UK. This means if you are unable to meet this requirement you may be unable to enrol with us.
- 6.4 If you require a CAS (Confirmation of Acceptance of Studies) statement to apply for a student visa, then you will be sent information about Goldsmiths' CAS process, including deadlines for receiving a CAS. Your Offer letter, the Terms and Conditions, and then any CAS assessment form sent to you, all set out that if you are ineligible for a CAS either because you do not satisfy the Immigration Rules, or you do not satisfy any of our standard policies and procedures then we may need to withdraw your Offer.

- 6.5 Before you accept your Offer you should ensure you have read all of the relevant Terms and Conditions that relate to your visa status or visa eligibility.
- 6.6 In the event that Goldsmiths is unable to issue a CAS statement, any money paid to us will be refunded in full.
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## **7 Other important information to be aware of**

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- 7.1 Goldsmiths has a Student Protection Plan in place, setting out what should happen in the event that Goldsmiths is no longer able to deliver educational services (for example, if Goldsmiths closes down, or a certain Programme is closed down). A copy of this is available upon request from [legal@gold.ac.uk](mailto:legal@gold.ac.uk).
- 7.2 If there is an emergency and you need immediate help during your studies, there's a list of places to contact online.
- 7.3 If you are considering transferring to another institution, or you are transferring to Goldsmiths from another institution, then there is guidance available at [gold.ac.uk/transfer](http://gold.ac.uk/transfer)
- 7.4 At the point you accept your Offer, you are entering into the contract with us. When you enrol online, you are reminded of some of the key parts of the contract. You should always look at the information provided to you during the online enrolment process to ensure you are still happy to commence your studies in accordance with the requirements set out in the Student Contract.

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## **8 The UK's exit from the European Union**

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- 8.1 The UK intends to leave the European Union on or after 31 October 2019 (also known as “Brexit”). In the event that this event impacts on our ability to deliver the educational services governed by our Contract with you we will not be liable.
- 8.2 Reasonable efforts shall be made to minimise the effects this may have on the delivery of education services and the application process. We will endeavour to write to you periodically to provide information when such information is made available to us by the UK government.
- 8.3 Should Brexit impact on your legal status inside the UK you are entitled to access the Immigration Advisory Service throughout the application process and during your studies to obtain advice about making any applications to enable you to continue to study in the UK with us.