

Terms and conditions of your offer:

**International students applying directly to Goldsmiths
for a Pre-sessional Programme**

2018-19

This document sets out the terms and conditions relating to your offer from Goldsmiths where you have applied to us directly via our web pages. It applies to students who require a visa or other type of immigration permission to study with us. **You should read everything carefully before accepting your offer to study. An offer is like a contract, which means it is binding between us, and the information below is to help you understand the terms and conditions before agreeing to enter into this contract with Goldsmiths.**

If you have any questions or require further information about your offer, please contact the admissions department by email (admissions@gold.ac.uk) or phone (+44 (0)20 7078 5300).

Definitions

To help you understand some of the important terms set out below, we have set out what some of the key words mean in this document:

‘CAS’ - means Confirmation of Acceptance for Studies. This is an electronic document issued by Goldsmiths so that you can apply for a Tier 4 visa if required.

‘Enrolment’ - is the process when you officially become a student with us. During the enrolment process you will be asked to agree to accept all of the rules and regulations set by us.

‘you/your’ - means a prospective or registered student of Goldsmiths.

‘we/us/our’ - means Goldsmiths, University of London.

‘Offer’ - means the formal offer to you of a place on a programme, subject to the terms and conditions set out in this document.

‘Programme’ - means a course of study offered by us to which the terms and conditions in this document apply.

1. Accepting an Offer from Goldsmiths

- 1.1 Your Offer may be conditional or unconditional. This will be outlined in the offer letter you receive.
- 1.2 Your acceptance of an Offer creates a binding contract between us.
- 1.3 We usually include a deadline to accept your place in your Offer letter.
- 1.4 Your Offer letter also contains the title of the Programme on which you have been offered a place. Please see the individual course page for full specifications detailing the content and duration of your Programme: gold.ac.uk/course-finder/a-z. We encourage you to download and save this information for future reference.
- 1.5 If we become aware of information after an Offer has been made that may impact on your suitability for the Programme, such as you having a criminal record, or a substantial change in your circumstances including your eligibility for an appropriate visa for study, we may need to withdraw your Offer.
- 1.6 **If we discover that you have provided false or misleading information on your application, we will normally need to withdraw any Offer made to you.**

Conditional Offers

- 1.7 If you receive a conditional Offer, we will set out the conditions you will need to meet in order to be able to Enrol on the Programme.
- 1.8 **Generally, if you have not fulfilled the conditions of your pre-sessional Programme offer more than four weeks before the Programme starts, we may withdraw your Offer or alternatively we may agree to defer your application to the next academic year of entry, but this is at our discretion. (Meeting the conditions of your Offer is a different process to accepting your Offer, so it is important that you accept any Offer from us if you want to study at Goldsmiths, even if you will be unable to meet the conditions at that point).**
- 1.9 If your first language is not English, you will need to meet our English language

requirements to study with us, and if you require a student visa then the UK government defines how you must meet the English language requirements. For more information please visit: gold.ac.uk/international/english-language

Unconditional Offer

- 1.10 If you receive an unconditional Offer it normally means that you have met all of the standard entry requirements for your Programme.
- 1.11 In some instances, you may have an unconditional Offer but still need to meet some legal conditions relating to your studies, for example if you require a criminal records check or disclosure and barring scheme check but you are unable to complete either before arriving in the UK. In this case you may be issued with an unconditional Offer to enable you to apply for a student visa.
- 1.12 **You will need to formally accept your Offer by following the steps outlined in the Offer letter. You should usually accept your Offer within four weeks of receiving it.**

2. CAS and Immigration

- 2.1 If you require a Tier 4 student visa to study with us then you will require a CAS statement. We can only issue CAS statements when we have assessed that you are eligible to make a valid visa application. **The deadline to receive a CAS is three weeks before your pre-sessional Programme starts and the earliest we can issue a CAS is three months before your Programme starts.**
- 2.2 Your Offer is based on your academic suitability for your chosen Programme. However, your ability to Enrol with us will depend on you having a suitable visa for study.
- 2.3 We may need to withdraw your Offer if, after issuing you with an Offer:
 - a. we believe that you are not eligible for a Tier 4 visa; or
 - b. we confirm that you do not meet the requirement for us to issue you with a CAS, for example, because you are unable to meet the visa financial requirements; or
 - c. we assess your circumstances and

confirm that we cannot issue a CAS because of our institutional policy relating to the issuance of CAS, the immigration rules and associated visa guidance.

- 2.4 CAS statements are formal legal documents and cannot be issued until we have fully assessed your circumstances.

3. Your right to cancel

Pre enrolment

- 3.1 If you change your mind about joining us, you have the right to cancel your acceptance within 14 days of accepting your Offer.
- 3.2 If you wish to cancel your place, please email elc@gold.ac.uk
- 3.3 Any tuition fees paid to us will be reimbursed if you cancel your acceptance under paragraph 3.2. You can find out more about your right to cancel online at gold.ac.uk/right-to-cancel

Post enrolment

- 3.4 Once you have Enrolled you may withdraw from your studies by following the student withdrawal process, available from the Student Records team (studentrecords@gold.ac.uk) or online at gold.ac.uk/student-services/tuition-fees/refunds
- 3.5 If you withdraw from your Programme, the fees team will let you know if you are entitled to a fee refund or if you are required to make any further fee payments. You are advised to contact them for advice by emailing fees@gold.ac.uk before completing any withdrawal paperwork if you are unsure about your fee liability.
- 3.6 Regardless of when you cancel your place or withdraw from studies, if we have issued you with a CAS statement then we will need to notify UK Visas and Immigration (UKVI) about your change in circumstances. We will normally write to you if this change is going to impact on your immigration status in the UK.

4. Changes to your course

Your right to make changes before you enrol

- 4.1 If you wish to make a change to the pre-sessional Programme you have applied for please contact the English Language Centre by email : elc@gold.ac.uk. If you wish to make a change to your main Programme, then you can contact the admissions team by email at admissions@gold.ac.uk. We will let you know if it is possible to change your application to a different Programme. If it is possible, you will usually need to make a new application to the new Programme.

Your right to make changes post enrolment

- 4.2 If you wish to change your Programme after you have Enrolled you will need to follow the Programme Transfer Process. You should contact studentrecords@gold.ac.uk for more information.
- 4.3 If you have a Tier 4 student visa, then some changes are not permitted because of the visa regulations. A full assessment of this would always be carried out prior to a Programme change being approved. There is no guarantee that you can change Programmes after you obtain a Tier 4 visa.

Our right to make changes

- 4.4 Once you have accepted your Offer, we will use all reasonable endeavours to deliver the Programme as per the programme specification for your chosen Programme and the terms and conditions set out in this document.
- 4.5 We may need to make **minor changes** from time to time. For example, we may need to:
- reflect changes in relevant laws and regulatory requirements;
 - implement minor technical adjustments and improvements that will not normally have a detrimental impact on you;
 - ensure consistency with standard education practice and guidance.
- 4.6 We may need to make **more significant changes** to your Programme and terms including:

- adding, removing or amending optional modules;
- adding, removing or amending core modules in exceptional circumstances;
- increasing tuition fees annually to reflect the costs associated with Programme delivery; or
- amendments to the structure of your Programme. This may be due to technical or operational issues.

Any Programme amendments would be made in accordance with the Programme Approval Policy and Procedure, found at: gold.ac.uk/quality/prog-approval

- 4.7 We will communicate any changes to you without undue delay. Where any proposed change is likely to have a detrimental impact on your studies, we will normally consult with you before final decisions are made.
- 4.8 Once a change has been approved or decided internally we will write to you as soon as possible to explain the changes and rationale.

5. Programme closure

- 5.1 We may not be able to deliver your Programme after acceptance in exceptional circumstances. For example:
- where key staff become unavailable and an adequate cover for teaching cannot be provided. This is more likely where a teacher has specialist knowledge about a specific area who cannot easily be replaced without having a negative impact on your experience;
 - the government requires changes to be made;
 - if there are insufficient numbers expected on a specific Programme, which could impact on your academic and student experience; or
 - if there are unforeseen exceptional circumstances that affect our ability to deliver the Programme as expected.
- 5.2 We have a policy and procedure that explains how Programme closure decisions are made, found at: gold.ac.uk/quality/prog-closure
- 5.3 Where possible, we will identify an alternative Programme that is comparative, and in some instances we will try to find an alternative Programme at another institution. We will seek to communicate any Programme closures

to you in good time before the start of your studies.

- 5.4 Any tuition fees paid to us will be reimbursed in the event of a Programme closure.

6. Complaints

- 6.1 We welcome feedback from you, and recognise you may wish to raise issues of concern about the services provided.
- 6.2 If you have a complaint about the admissions process, including how your application to study with us was processed, or the decision that was made, then you can use the admissions complaints process, which is available from the admissions team.
- 6.3 If you have a complaint about your student status, or anything other than the admissions process, then you can use the complaints procedure available online at gold.ac.uk/governance/appealsandcomplaints

7. Tuition and additional fees

- 7.1 You will be required to pay tuition fees for each year of your study with us. The tuition fees that you are required to pay may be contained in the Offer letter and are available online at gold.ac.uk/student-services/tuition-fees
- 7.2 Tuition fees are fees that are directly related to us providing you with tuition and learning support connected to your Programme.
- 7.3 You are liable for payment of your tuition fees, even if you have an arrangement with a third party to make payment on your behalf.
- 7.4 Full payment of tuition fees is usually required at Enrolment unless a payment plan is agreed by us.
- 7.5 If you have been classified as an overseas student for tuition fee purposes then you are usually required to make an advanced payment of tuition fees as part of the CAS process, or, if you do not require a CAS, prior to your Enrolment with us. Further information can be found online at gold.ac.uk/immigration/before-you-arrive/other-information. In the event that you wish to cancel your place, or we need to withdraw your offer prior to Enrolment, you are usually eligible for a refund of any

advanced payments made towards your tuition fees.

- 7.6 **If you have a complaint or concern about your fee status assessment, you must notify the admissions team prior to accepting your Offer so that they can review your assessment.**

Extra costs

- 7.7 **Depending on the nature of your Programme and the modules you choose, there may be additional costs that are not included in your tuition fees.**
- 7.8 These additional costs are your responsibility, and are not covered by these terms. For example, printing and photocopying costs, reading or other material that relates to your Programme, and accommodation, field trips, etc. Where possible, we will notify you about any additional costs as soon as we reasonably can.
- 7.9 In the event that you are required to re-sit any examinations or other forms of assessment, you will normally incur additional costs. This is usually communicated to you when you receive any examination results.

8. Goldsmiths' regulations

- 8.1 As a student you agree to be bound by our regulations when you accept your Offer, and later by completing the Enrolment process. These regulations and related policies form the basis of the Contract between us. The purpose of the regulations is to help us maintain the academic standards and to provide you with a clear expectation in relation to your conduct and academic performance. You can find the assessment regulations online at gold.ac.uk/governance/assessmentregulations, and the general regulations online at gold.ac.uk/governance/generalregulations

9. Data protection (how we will use your personal data)

- 9.1 We hold information about all applicants and students. This may include data that is known as personal data or sensitive personal data under the Data Protection Act 1998 and subsequent data protection regulations. We will use the information from your application:
- to process your application, to collect feedback and to send you information about us and our events, such as open days; and
 - if your application is successful then we will also use the information it holds about you to deliver your Programme to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems.
- 9.2 We may disclose student information to third parties as set out in the data protection policy. We are required to provide certain information about you to the Home Office if you do not comply with the Home Office rules, including but not limited to where:
- your overall attendance means that there has been a lack of progress in completing your course; or
 - you successfully complete your course sooner than anticipated; or
 - you cancel or we withdraw or suspend you from the Programme for any reason; or
 - for any other reason as set out in the relevant visa rules and regulations.
- 9.3 Any sensitive data (such as medical information) will be handled and stored in accordance with relevant data protection principles and legislation.
- 9.4 You can refer to our data protection policy for more information. This can be found at: gold.ac.uk/media/documents-by-section/about-us/governance/Data-Protection-Policy.pdf

10. Termination

- 10.1 We may end the contract by writing to you if you are in breach of any of these terms and conditions, which includes you not complying with other relevant rules, our general regulations and academic requirements.

11. General

- 11.1 These terms and the relationship between us is governed by English law and subject to the exclusive jurisdiction of the English Courts.
- 11.2 No term of the agreement between us is enforceable by any person who is not a party to the contract.
- 11.3 If part of this contract is found to be unenforceable, the remainder will continue to apply.
- 11.4 You cannot vary or amend this Contract without our consent.
- 11.5 This Contract represents the only formal agreement between us.
- 11.6 We may need to make changes to these terms from time to time. When making changes, we will act reasonably and notify you of changes by posting the updated terms on the Goldsmiths website and writing to you.

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**For full details of all
policies and terms and
conditions please visit
[gold.ac.uk/governance/
generalregulations](http://gold.ac.uk/governance/generalregulations)**