

## Terms and Conditions of your Offer Study Abroad, 2019-20 entry

We recommend that you read these Terms and Conditions alongside the Student Contract Summary as that document sets out the key parts of the contract and explains what forms part of your contract with us. These Terms and Conditions are just one part of your overall contract with Goldsmiths.

If you have any questions or require further information about your offer, including your contract, please contact the admissions team by email ([admissions@gold.ac.uk](mailto: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 of Studies. This is an electronic document issued by Goldsmiths to enable an International Student to 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. Enrolment takes place online initially, then in person at the start of term.

**'International Student'** - generally means any student who requires a visa or similar permission to live in the UK (regardless of tuition fee status). Some International Students qualify for Home/EU tuition fee rates, and some are classified as international for tuition fee purposes. 'International Student' in this document and your student contract usually relates to your visa status in the UK. If you don't need a visa to live and study in the UK, but you have to pay fees at the international rate, you are not subject to the extra terms relating to International Students.

**'Offer'** - means the formal offer to you of a place on a programme, subject to the terms and conditions set out in this document and governed by the student contract.

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

**'Student Contract'** - means the contract that governs the relationship between students and the university. This consists of a lot of parts and is summarised in the Student Contract Summary document.

**'we/us/our'** - means Goldsmiths, University of London.

**'you/your'** - means a prospective or enrolled student of Goldsmiths.

### 1. General terms and conditions relating to your Offer

- 1.1** Your Offer letter may set out academic conditions that you are required to meet in order to enrol on your Programme.
- 1.2** All Offers are subject to a number of general terms and conditions that are separate to any academic or Programme specific conditions. They include:
  - 1.2.1** A general condition to provide us with accurate and up-to-date information, and update us about any circumstances that may impact on your ability to study with us (including criminal convictions or changes to your legal status in the UK); and
  - 1.2.2** A condition that you can only enrol with us if you are legally able to do so, for example, if you need a visa to live in the UK, then your Enrolment is conditional upon you having a suitable visa in place that permits study for the duration of your Programme.
  - 1.2.3** A condition that there are no criminal convictions or pending criminal matters that impact on your ability to study with us, either because you are not at liberty to commence your Programme, or because, in accordance with paragraph 4.1.3, we are unable to enrol you in accordance with our Criminal Declarations by Applicants Policy (normally because we deem there is a possible risk to other students, yourself, or the Goldsmiths community if we allow you to enrol on your Programme).

### 2. Accepting the Offer

- 2.1** Your Offer may be conditional or unconditional. This will be outlined in the Offer letter or email you receive.
- 2.2** Your Offer letter or email should confirm whether you are required to pay tuition fees at the Home/EU student rate, the overseas rate or the Study Abroad rate. If you feel the assessment is incorrect, you must notify the admissions team before accepting your Offer.
- 2.3** To accept an Offer if you applied through UCAS you will need to access your UCAS Track account ([track.ucas.com](http://track.ucas.com)) and accept the Offer before the deadline communicated to you by UCAS and shown on your UCAS Track page.

- 2.4 To accept an Offer if you applied directly through the Goldsmiths website, follow the instructions in the Offer letter or Offer email. If there is a deadline to accept your Offer it is usually included in your Offer letter or email.
- 2.5 At the point you accept your Offer, you are entering into the Student Contract.
- 2.6 Your Offer letter 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. Course pages are listed at [gold.ac.uk/course-finder/a-z](http://gold.ac.uk/course-finder/a-z)

### Conditional Offers

- 2.7 If you receive a conditional Offer, we will set out the academic and Programme related conditions that you will need to meet in order to be able to enrol on the Programme.
- 2.8 Generally, if you have not fulfilled the conditions of your Offer before the 31 August in the year when you intend to study, we may withdraw your Offer (or 1 December for January starters).
- 2.9 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/apply/english-requirements](http://gold.ac.uk/apply/english-requirements)

### Unconditional Offers

- 2.10 If you receive an unconditional Offer, it normally means that you have met all of the standard entry requirements for your Programme.
- 2.11 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 Service check, but you are unable to complete either before arriving in the UK. In this case you may have an unconditional Offer to enable you to apply for a student visa but your Offer can still be withdrawn if you are unable to obtain the relevant checks in time to commence your Programme.

### 3. Legal and immigration requirements for International Students

- 3.1 If you require a Tier 4 student visa to study with us, then you will require a CAS statement. CAS statements are formal legal documents and can only be issued after we have assessed that you are eligible to apply for a student visa. There is no legal requirement for us to issue you with a CAS, and we will exercise due caution in all assessments in the interests of your legal status in the UK and protecting our ability to support visa applications for any International Students and staff members.
- 3.2 There is a deadline to receive a CAS statement. We publish the deadlines online ([gold.ac.uk/immigration/before-you-arrive/tier4/requesting-cas/unconditional](http://gold.ac.uk/immigration/before-you-arrive/tier4/requesting-cas/unconditional)). If you are unable to receive a CAS by the deadline then you may be unable to commence your studies with us.

- 3.3 We are legally required to ensure all students have the right to live and study in the UK. If you are from outside the UK, we normally need to see evidence of your status in the UK before you can start your Programme.
- 3.4 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.
- 3.5 We may be unable to issue a CAS statement if you have a criminal record or have previously received a caution or warning in any country. Normally you can apply for a visa if a period of five years has passed since the date of any offence. More serious crimes, however, may prohibit you applying for a visa indefinitely. We will advise you on the basis of your personal circumstances as part of the CAS process, making an assessment in accordance with the Immigration Rules.

### 4. Withdrawing your Offer

- 4.1 Occasionally we may need to withdraw any Offer made to you. We will normally withdraw Offers in the following instances:
  - 4.1.1 If we become aware of information that may impact on your suitability for the Programme, such as you having a criminal record;
  - 4.1.2 If we discover or receive notification that there has been a substantial change in your circumstances and the change impacts on your suitability or eligibility to study with us;
  - 4.1.3 If you declare, or we discover, that you have a criminal record that suggests there is a significant risk to Goldsmiths and other students if you enrol with us (if we are considering withdrawing your Offer, we will apply the Criminal Declarations by Applicants Policy before reaching a decision (a copy of this is available from [admissions@gold.ac.uk](mailto:admissions@gold.ac.uk));
  - 4.1.4 If we discover that you have provided false, misleading or incomplete information on your application;
  - 4.1.5 If you require a CAS statement and we believe you are not eligible to apply for a Tier 4 student visa. This includes if you are unable to meet the financial requirements for the visa application or because we have assessed that you do not meet either the requirements set out in the immigration rules, policies and procedures or set out in Goldsmiths' institutional policies and procedures relating to CAS statements.

### 5. Your right to cancel before Enrolment

- 5.1 If you change your mind about joining us, you have the right to cancel your acceptance within 14 days of accepting your Offer by emailing [admissions@gold.ac.uk](mailto:admissions@gold.ac.uk). Find out more about your rights to cancel online at [gold.ac.uk/right-to-cancel](http://gold.ac.uk/right-to-cancel)
- 5.2 If you applied via UCAS you should decline your Offer online via your UCAS Track account. Find out more online at [www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes](http://www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes)
- 5.3 If you want to cancel your acceptance before your

- Enrolment but more than 14 days after you accepted your Offer, you can email [admissions@gold.ac.uk](mailto:admissions@gold.ac.uk) for advice.
- 5.4** If you cancel your acceptance before completing your Enrolment and before your Programme starts, any tuition payments already made to us are normally refunded to you in full.

### **Your right to cancel after Enrolment**

- 5.5** Once you have Enrolled you may withdraw from your studies by completing the 'Request to Withdraw from Studies' form. Further information about withdrawing is available from the Student Records and Enrolments team ([studentrecords@gold.ac.uk](mailto:studentrecords@gold.ac.uk))
- 5.6** If you withdraw within three weeks of the start of your Programme, you will not be liable for any tuition fee payments, and any payments already made by you will be reimbursed.
- 5.7** If you withdraw more than three weeks from the start of your Programme and the start of term, you do not normally receive a full refund. Full details can be found in the Student Fees, Refund and Compensation Policy and online at [gold.ac.uk/students/fee-support/fee-liability](http://gold.ac.uk/students/fee-support/fee-liability)
- 5.8** 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.

## **6. Changes to your course**

### **Your right to make changes before you enrol**

- 6.1** If you wish to make a change to the Programme you have applied for please contact admissions by email ([admissions@gold.ac.uk](mailto: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 an application to the new Programme.

### **Your right to make changes post Enrolment**

- 6.2** 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](mailto:studentrecords@gold.ac.uk) for more information.
- 6.3** If you have a Tier 4 student visa, then some changes are not permitted because of 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 to a different Programme after you obtain a Tier 4 visa. The Immigration Advisory Service at Goldsmiths can advise you about your options ([immigration@gold.ac.uk](mailto:immigration@gold.ac.uk)).

### **Our right to make changes**

- 6.4** Once you have accepted your Offer, we will use all reasonable endeavours to deliver educational services in relation to your Programme in accordance with the Student Contract.

- 6.5** We may need to make minor changes to your Programme from time to time. For example, we may need to:
- reflect changes in relevant laws and regulatory requirements;
  - implement minor technical adjustments and improvements; which will not normally have a detrimental impact on you;
  - ensure consistency with standard education practice and guidance.
- 6.6** We may need to make more significant changes to your Programme and Student Contract 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 including the availability of key teaching staff. Any Programme amendments would be made in accordance with the Programme Approval Policy and Procedure, which you can read at [gold.ac.uk/quality/prog-approval](http://gold.ac.uk/quality/prog-approval)
- 6.7** 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 endeavour to consult with you before final decisions are made.
- 6.8** Once a change has been approved or decided internally, we will write to you as soon as possible to explain the changes and rationale.

## **7. Programme closure**

- 7.1** We may not be able to deliver your Programme after acceptance of your Offer 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 that 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.
- 7.2** We have a policy and procedure that explains how Programme closure decisions are made. Visit [gold.ac.uk/quality/prog-closure](http://gold.ac.uk/quality/prog-closure)
- 7.3** 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.
- 7.4** Any tuition fees paid to us will normally be reimbursed in full in the event of a Programme closure.

## 8. Complaints

- 8.1 We welcome feedback from you and recognise that you may wish to raise issues of concern about the services provided.
- 8.2 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.
- 8.3 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](http://gold.ac.uk/governance/appealsandcomplaints)

## 9. Tuition and additional fees

- 9.1 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](http://gold.ac.uk/student-services/tuition-fees)
- 9.2 Tuition fees are fees that are directly related to us providing you with tuition and learning support connected to your Programme
- 9.3 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.
- 9.4 Full payment of tuition fees is usually required at Enrolment unless a payment plan is agreed by us.
- 9.5 If you have been classified as an International Student for tuition fee purposes, and are studying with us for a full academic year or more, 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 at [gold.ac.uk/students/fee-support/advance-payment](http://gold.ac.uk/students/fee-support/advance-payment). 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.
- 9.6 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

- 9.7 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.
- 9.8 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.
- 9.9 In the event that you are required to re-sit examinations or other forms of assessment, you will normally incur additional costs. This is usually communicated to you when you receive any examination results.

## 10. Goldsmiths' regulations

- 10.1 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 part of 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](http://gold.ac.uk/governance/assessmentregulations) and the general regulations at [gold.ac.uk/governance/generalregulations](http://gold.ac.uk/governance/generalregulations)

## 11. Student conduct

- 11.1 There are a number of regulations and policies in place that set out expectations and obligations in relation to your conduct and behaviour as a student. The basic requirements are set out in the General Regulations.
- 11.2 In addition to the regulation relating to conduct, you are expected to communicate with us politely and in return you can expect the same from us.
- 11.3 If your behaviour during the admissions process, or visa process if applicable, causes harm or distress to any member of staff at Goldsmiths or fellow students, you may be referred to the relevant department for an assessment of your conduct in accordance with our policies and procedures.

## 12. Data protection (How we will use your personal data)

- 12.1 We hold information about all applicants and students. This may include data that is known as personal data or special category data under the General Data Protection Regulations. We will use the information from your application:
  - a. to process your application, to collect feedback and to send you information about us and our events, such as open days; and
  - b. 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.
- 12.2 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:
  - a. your overall attendance so that there has been a lack of progress in completing your course; or
  - b. you successfully complete your course sooner than anticipated; or
  - c. you cancel or we withdraw or suspend you from the Programme for any reason; or
  - d. for any other reason as set out in the relevant visa rules and regulations.

- 12.3** Any special category data (such as medical information) will be handled and stored in accordance with relevant data protection principles and legislation.
- 12.4** You can refer to the student Privacy Notice for more information available at [gold.ac.uk/data-protection/privacy-notice/students](http://gold.ac.uk/data-protection/privacy-notice/students)
- 12.5** In the event that there is a change to the way we use your personal data we will update the Privacy Notice on our webpages. We consider that it has been brought to your attention upon publication on our website. We encourage you to keep up to date by taking the time to review the Privacy Notice occasionally throughout your studies.

### **13. Termination**

- 13.1** We may end the Student Contract by writing to you if you are in breach of any of these terms and conditions or any part of the contract, which includes you not complying with other relevant rules, our general regulations and academic requirements.
- 13.2** You can terminate the Student Contract in accordance with the provisions set out in these terms and conditions.

### **14. Limits to our liability**

- 14.1** We will take all reasonable steps to ensure we can deliver the agreed educational services in accordance with the Student Contract.
- 14.2** We shall not be held responsible for any failure to deliver education services to you because of events or acts beyond our control including: strikes and associated industrial action, national emergencies, war, acts of terrorism, protests, riots, occupations of Goldsmiths buildings, adverse weather, floods, fires, storms, and any other event or circumstance outside of our control that impacts on the delivery of educational services.
- 14.3** We shall not be responsible for any injury to you (in any form) or any damage to your property caused by another student or any person who is not an employee of Goldsmiths.
- 14.4** You are advised to insure your personal property against theft and other risks as we shall not be responsible for any loss, theft, or damage to your personal property while on Goldsmiths premises.

### **15. General**

- 15.1** These terms and the relationship between us are governed by English law, and subject to the exclusive jurisdiction of the English courts.
- 15.2** No term of the agreement between us is enforceable by any person who is not a party to the contract.
- 15.3** If part of this contract is found to be unenforceable, the remainder will continue to apply.
- 15.4** You cannot vary or amend this contract without our consent.
- 15.5** This contract represents the only formal agreement between us.
- 15.6** 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.