STUDENT TERMS AND CONDITIONS

relating to 2025-2026 entry

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1. INTRODUCTION

- 1.1 Your relationship with us is governed by a 'contract', which we refer to as the Student Contract. The Student 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.
- 1.2 Please note that these Terms apply to Goldsmiths' undergraduate and postgraduate taught programmes, postgraduate research programmes, blended programmes, dual degree programmes and pre-sessional programmes.
- 1.3 The Terms apply to Students commencing study in the 2025-2026 academic year.
- 1.4 Please note these Terms do not apply to students studying with Goldsmiths' validation partners such as <u>Nordorf and Robbins</u> or the <u>IRIE! Dance Theatre</u>. Please contact the validation partner for further information.

2. WHICH DOCUMENTS FORM THE STUDENT CONTRACT?

- 2.1 The Student Contract consists of the following documents:
 - 2.1.1 these terms and conditions;
 - 2.1.2 your Offer letter as issued by the admissions team at Goldsmiths (please note that offer letters issued by third parties are not part of the Student Contract);
 - 2.1.3 the Goldsmiths Academic Manual:
 - 2.1.4 the Tuition Fee Policy and Procedures,
 - 2.1.5 the Criminal Declarations by Applicants ("CDAP") Policy;
 - 2.1.6 your programme handbook or specification (available from your department);
 - 2.1.7 the Admissions Policy and Procedures 2024;
 - 2.1.8 the Charters, Statutes and Ordinances of Goldsmiths; and
 - 2.1.9 the Policies and Procedures (defined below).
- 2.2 Please note that the documents as noted in 2.1.3 to 2.1.9 (inclusive) above may be amended from time to time in accordance with these Terms. At all times, you will be subject to the most recent version of the relevant documents noted in 2.1.3 to 2.1.9 (inclusive) above.
- 2.3 As a student you agree to be bound by our Policies and Procedures when you accept your Offer.
- 2.4 During Enrolment you will be asked to agree to accept all of the Policies and Procedures set by us. Enrolment takes place online initially, then in person at the start of term.
- 2.5 Please contact the appropriate department below by email if you have any questions or require further information about your Offer, including your Student Contract.
- 2.6 If you are a Study Abroad Student please contact the International Recruitment and Global Opportunities team by email at studyabroad@gold.ac.uk.
- 2.7 If you are a Pre-Sessional Student please contact the English Language Centre by email at call@gold.ac.uk.

2.8 If you are studying any other programme with us then please contact the admissions department by email at admissions@gold.ac.uk.

DEFINITIONS

3.1 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:

"Additional Costs" has the meaning set out in Clause 16.10.1.

"ATAS" means the Academic Technology Approval Scheme.

"CAS" means Confirmation of Acceptance for Studies. This is an

electronic document issued by Goldsmiths to enable an

international student to apply for a Student visa if required.

"Enrolment" means the process when you officially become a Student and

"Enrol" shall be construed accordingly.

"Force Majeure Event" has the meaning set out in Clause 20.1.2.

"International Student' means any student who is not a UK national (regardless of tuition

fee status).

"Offer" means the formal offer to you of a place on a Programme (which

may be a letter or email), subject to the terms and conditions set out in this document and governed by the Student Contract.

"Personal Data" has the meaning set out in the Data Protection Legislation and for

the purposes of these Terms includes Sensitive Personal Data.

"Polices and Procedures" 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 at https://www.gold.ac.uk/governance/policies/student-policies/ or

otherwise provided to you.

"Pre-Sessional Student" means any student studying a pre-sessional course offered by our

Centre for Academic Language and Literacies.

"Programme" means your course of study specified in your Offer.

"Programme Specification" 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.

"Sensitive Personal Data" means data revealing racial or ethnic origin, political opinions,

religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data

concerning a natural person's sex life or sexual orientation.

"Student(s)" means an International Student, Pre-Sessional Student, Study

Abroad Student or other person enrolled on a programme of study with the University, or intending to enrol on a programme of study.

"Student Contract" means the contract that governs the relationship between Students

and the University. This consists of the documents listed at Clauses

2.1.1 to 2.1.9 at the beginning of this document.

"Study Abroad Student" means any student studying with us on an official study abroad or

exchange programme as set out in their Offer.

"Terms" means these terms and conditions.

"UKVI" means UK Visas and Immigration and any replacement body from

time to time.

"we / us / our / Goldsmiths /

University"

means Goldsmiths, University of London a body incorporated by royal charter with registered number RC000715. whose

administrative offices are at New Cross, London SE14 6NW.

"you/your" means a prospective or enrolled student of Goldsmiths.

4. STUDENT CONTRACT

4.1 If there is a conflict between any parts of the Student Contract, then we would resolve it in the order that we have set out the different parts of your Student Contract within Clauses 2.1.1 to 2.1.9 above. For example, if there is a conflict between something in your programme handbook and the Terms, unless stated otherwise, the Terms would take precedence.

5. GENERAL TERMS AND CONDITIONS RELATING TO YOUR OFFER

- 5.1 Your Offer letter may set out academic or Programme-specific conditions that you are required to meet in order to enrol on your Programme.
- 5.2 All Offers are subject to a number of general terms and conditions that are separate to any academic or Programme-specific conditions. They include:
 - 5.2.1 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);
 - 5.2.2 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; and
 - 5.2.3 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 Clause 9.1.4, we are unable to enrol you under our Criminal Declarations by Applicants (CDAP) 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).

6. **ACCEPTING THE OFFER**

- 6.1 Your Offer may be conditional or unconditional. This will be outlined in the Offer letter or email you receive.
- 6.2 It is important that you provide accurate information in your application to study at Goldsmiths. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 6.3 Your Offer letter will confirm whether you are required to pay tuition fees at the UK Student, International Student, or Study Abroad Student rate. If you feel the assessment is incorrect, you must notify email admissions@gold.ac.uk before accepting your Offer.

- To accept an Offer if you applied through UCAS you will need to access your UCAS Track account and accept the Offer before the deadline communicated to you by UCAS and shown on your UCAS Track page.
- To accept an Offer if you applied directly through the Goldsmiths website, follow the instructions in the Offer. If there is a deadline to accept your Offer it is usually included in your Offer letter or email.
- 6.6 At the point you accept your Offer, you are entering into the Student Contract.
- 6.7 Your Offer contains the title of the Programme on which you have been offered a place. Please see the Programme Specification for information detailing the content and duration of your Programme.

6.8 Conditional Offers

- 6.8.1 If you receive a conditional Offer, we will set out in your Offer the academic and Programme-related conditions that you will need to meet in order to be able to enrol on the Programme.
- 6.8.2 If you have not fulfilled the conditions of your Offer before the 31 August in the year when you intend to study (1 December for Programmes beginning in January, or within three days of the start of your Programme if you are a Pre-Sessional Student), we reserve the right to withdraw your Offer. Please note that 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 are unable to meet the conditions at that point.
- 6.8.3 If your first language is not English, you will need to meet our English language requirements to study with us notified to you in your Offer, and if you require a Student visa then the UK government define how you must meet the English language requirements. For more information please visit: https://www.gold.ac.uk/apply/english-language-requirements/.

6.9 Unconditional Offers

6.9.1 If you receive an unconditional Offer, it normally means that you have met all of the standard entry requirements for your Programme, but you must still meet the conditions set out in Clause 5.2.

7. LEGAL REQUIREMENTS FOR INTERNATIONAL STUDENTS

- 7.1 Some International Students qualify for tuition fee rates as applicable to UK nationals, and some are classified as International for tuition fee purposes. "International Student" in these Terms and your Student Contract usually relates to your visa status in the UK. If you do not need a visa to live and study in the UK, but you have to pay fees at the international rate, you are not normally subject to the terms set out in this Clause 7.
- 7.2 If you require a Student visa to study with us, then you will require a CAS to support your visa application. A CAS 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.
- 7.3 There is a deadline to receive a CAS. We publish the deadlines as soon as they are available here https://www.gold.ac.uk/immigration/student-visa/cas/. If you are unable to receive a CAS by the deadline then you may be unable to commence your studies with us.
- 7.4 We may be unable to issue a CAS 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.

- We are legally required to ensure all Students have the right to live and study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have permission to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit ("BRP") or an electronic copy of an eVisa produced using the online 'view and prove' service. 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). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). If you fail to demonstrate that you have the correct immigration permission, we reserve the right to prevent you from registering on your Programme or withdraw you from your Programme (in accordance with Clauses 9 and/or 19) and you will be liable for any personal costs incurred.
- 7.6 If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have permission to study throughout your Programme.
- 7.7 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 or, where relevant, Indefinite Leave to Remain or Settlement.
- 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. By agreeing to these Terms, you also agree to abide by the terms and conditions of your visa throughout your Programme. Failure to abide by conditions of stay may lead to a withdrawal. 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 visa take precedence over these Terms to the extent that there is any inconsistency between them.
- 7.9 If Goldsmiths sponsors you under the Student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to Goldsmiths. Goldsmiths 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 Goldsmiths providing UKVI with any information required pursuant to Goldsmiths' status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control.
- 7.10 Some International Students who are applying to study for a qualification in certain sensitive subjects must apply for an ATAS certificate before applying for a visa. 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.
- 7.11 On occasion, Goldsmiths may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to Clause 18 for more information about how Goldsmiths processes your Personal Data.
- 7.12 Non-compliance with the conditions of your Visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 7.13 Many categories of visa are subject to restrictions on the right to work. In particular, undertaking selfemployed work in the UK while holding status under the Student visa route is not permitted. As a licensed sponsor, Goldsmiths 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 the curtailment of the Student visa.

- 7.14 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, Goldsmiths may: refuse to admit, enrol, or re-enrol you, or may, on written notice, withdraw your Visa sponsorship or suspend or terminate your studies (as set out in Clauses 9 and/or 19). If your Offer is withdrawn, Goldsmiths refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 7.15 For the avoidance of doubt, we are not responsible for you meeting the conditions of a Graduate Route visa. Goldsmiths shall not be responsible for any changes in UK visa legislation which result in you no longer being eligible to apply for a Graduate Route visa.
- 7.16 You must immediately notify immigration@gold.ac.uk if there are any changes whatsoever to your immigration status at any time before or after Enrolment and during the course of your studies.
- 7.17 To ensure ongoing adherence with its legal responsibilities Goldsmiths reserves the right to ask you to present evidence of your immigration status at any point during your studies with Goldsmiths. Failure to provide such evidence, within a reasonable period of time, may result in Goldsmiths terminating the Student Contract with you (in accordance with Clause 19).
- 7.18 If you are an International Student, we may require you to pay a deposit to allow us to issue you with a CAS. Please see Clause 16.6 for more details.

8. DISABLED APPLICANTS AND STUDENTS

- 8.1 Goldsmiths is committed to providing a positive student experience by creating an inclusive environment for learning. Goldsmiths complies with its anticipatory duty under the Equality Act 2010 by considering the needs of students at all stages of the student life cycle. It aims to reduce the need for individual adjustments by creating an inclusive environment for students to learn and succeed.
- 8.2 Goldsmiths endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on application. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Disability and Inclusion Service at the earliest opportunity so that they are aware of the support available. Please email disability@gold.ac.uk or see https://www.gold.ac.uk/students/disability-support/ for more information.
- 8.3 For further information in relation to disability please see the Disability Policy and Procedure.

9. WITHDRAWING YOUR OFFER

- 9.1 Occasionally we may need to withdraw any Offer made to you or refuse to enrol you. The following instances are examples of where we may withdraw Offers or refuse to enrol you:
 - 9.1.1 if you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme;
 - 9.1.2 if we become aware of information that may impact on your suitability for the Programme, such as you having a criminal record;
 - 9.1.3 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;
 - 9.1.4 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 (CDAP) Policy before reaching a decision);
- 9.1.5 if we discover that you have provided false, fraudulent, misleading or incomplete information on your application;
- 9.1.6 if you are required to pay a deposit and fail to do so in accordance with your Offer;
- 9.1.7 if you require a CAS and we believe you are not eligible to apply for a 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; or
- 9.1.8 if you require permission to study in the UK and fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions.

10. **DEFERRALS**

Further information in relation to deferrals before your enrol on your Programme is available here at section 4.17, and information is set out here in relation to deferrals after Enrolment.

11. YOUR RIGHT TO CANCEL

Your right to cancel before Enrolment

- 11.1 If you change your mind about joining us, you have the right to cancel your acceptance within 14 days of the day that you accept your Offer (the "Cancellation Period") by emailing admissions@gold.ac.uk or by using the model cancellation form available at www.gold.ac.uk/right-to-cancel. Find out more about your rights to cancel online at www.gold.ac.uk/right-to-cancel.
- 11.2 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.
- 11.3 If you cancel your acceptance during the Cancellation Period, any tuition fee payments and deposits already made to us are refunded to you in full.
- 11.4 If your Programme is due to begin within the Cancellation Period (for example, if you have applied through clearing) then, by accepting your Offer, you are expressly agreeing that the Programme should begin within the Cancellation Period. If you then decide to withdraw from your Programme within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in Clause 11.7 below.
- 11.5 If you want to cancel your acceptance before your Enrolment but after the Cancellation Period has expired, you can email admissions@gold.ac.uk for advice.
- 11.6 If you want to withdraw from your Programme after you have Enrolled please complete the <u>'Change of Status' form.</u> Further information about withdrawing from your Programme is available here: https://www.gold.ac.uk/students/processes/taking-an-absence-changing-leaving/withdrawal/.

11.7 If you withdraw from your Programme after expiry of the Cancellation Period. Your tuition fee liability (including deposit liability) will be calculated in accordance with the table below:

Undergraduate students				
Date of termination	Tuition fees due	Deposit		
During the Cancellation Period	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).	Refunded in full		
After the Cancellation Period and on or before 3 weeks of the Programme commencement date	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received).	Not refunded		
After 3 weeks of the Programme commencement date but prior to commencement of the Spring term	25% of total tuition fees due for the academic year in which you withdraw.	Not refunded		
After the commencement of the Spring term but prior to commencement of the Summer term	50% of total tuition fees due for the academic year in which you withdraw.	Not refunded		
After the commencement of the Summer term	100% of total tuition fees due for the academic year in which you withdraw.	Not refunded		

Postgraduate taught stude					
Date of termination	Tuition fees due	Deposit			
During the Cancellation Period	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).	Refunded in full			
After the Cancellation Period and on or before 3 weeks of the Programme commencement date	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received).	Not refunded			
Autumn term					
After 3 weeks of the Programme commencement date but prior to commencement of the Spring term	25% of total tuition fees due for the academic year in which you withdraw.	Not refunded			

Spring term					
Within 2 weeks of the start of the Spring term	25% of total tuition fees due for the academic year in which you withdraw.	Not refunded			
After 2 weeks of the start of the Spring term but prior to commencement of the Summer term	50% of total tuition fees due for the academic year in which you withdraw.	Not refunded			
Summer term					
Within 2 weeks of the start of the Summer term	50% of total tuition fees due for the academic year in which you withdraw.	Not refunded			
After 2 weeks of the start of the Summer term	75% of total tuition fees due for the academic year in which you withdraw.	Not refunded			
After 1 July	100% of total tuition fees due for the academic year in which you withdraw.	Not refunded			

Pre-Sessional Students with Goldsmiths' Centre for Academic Language and Literacies					
Date of termination	Tuition fees due	Deposit			
During the Cancellation Period	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).	Refunded in full			
After the Cancellation Period	100% of total tuition fees due for your Programme.	Not refunded			

- 11.8 We will make any reimbursements using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of any reimbursement (except for any exchange rate differences). We will make any reimbursements as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel the Contract during the Cancellation Period.
- 11.9 If you are a mobility student studying at Goldsmiths through partnership arrangements where your tuition fees are paid directly to the partner institution rather than to Goldsmiths, then the refund policy is determined by the partner. Please contact the partner institution for further information.
- 11.10 Full details in relation to refunds can be found in the Tuition Fee Policy and Procedures and online at www.gold.ac.uk/students/fee-support/fee-liability.
- 11.11 Regardless of when you cancel your place or withdraw from studies, if we have issued you with a CAS 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.

12. GOLDSMITHS OBLIGATIONS

12.1 We will use all reasonable efforts to deliver your Programme in line with your Offer, and our Policies and Procedures.

- 12.2 Although Goldsmiths is based in London our programmes may be delivered:
 - 12.2.1 on-campus through face to face teaching:
 - 12.2.2 online using distance learning methods; or
 - 12.2.3 using a blended approach of on-campus and online delivery.
- 12.3 The method of delivery for your Programme will be stated in the Programme Specification. If Goldsmiths has to change the method of delivery of your Programme during an academic year, this may constitute a change to your Programme. Please see Clause 13 below for further details.

13. CHANGES TO YOUR PROGRAMME

13.1 Your right to make changes before you enrol

If you wish to make a change to the Programme you have applied for, please contact admissions by emailing 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 and receive a new Offer.

13.2 Your right to make changes post Enrolment

- 13.3 If you wish to change your Programme after you have Enrolled you will need to follow the Programme Transfer Process. Further information is set out here.
- 13.4 If you have a 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 Programmes after you obtain a Student visa. The Immigration Advisory Service can advise you about your options (immigration@gold.ac.uk).

13.5 Our right to make changes to this Contract and your Programme

- 13.6 It may be necessary for us to make changes to these Terms from time to time. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify Students of any changes to these Terms as soon as reasonably practicable either directly via email or via our webpages.
- Once you have accepted your Offer, we aim to deliver educational services in relation to your Programme in accordance with the Student Contract.
- We may need to make changes to your Programme from time to time. Examples of where changes may be made or required are (without limitation):
 - 13.8.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of Goldsmiths means that teaching locations change to a different site;
 - 13.8.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how Goldsmiths is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
 - 13.8.3 where a member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

- 13.8.4 where Goldsmiths decides for technical or operational reasons (including academic or financial reasons) to revise the compulsory or optional modules that are available on your Programme (including the number of modules); and/or
- due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the Programme Specification.
- Goldsmiths is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave Goldsmiths, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by Goldsmiths.

13.10 Programme closure

- 13.11 We may not be able to deliver your Programme after acceptance of your Offer in exceptional circumstances. Examples of where Programme closure may be made or required are (without limitation):
 - 13.11.1 where staff become unavailable (e.g. through illness or resignation) and an adequate cover for teaching cannot be provided after we have used reasonable endeavours to do so;
 - 13.11.2 the government requires changes to be made;
 - 13.11.3 if there are insufficient numbers expected on a specific Programme, which could impact on your academic and student experience;
 - 13.11.4 for technical or operational reasons (including academic, or financial reasons); and/or
 - 13.11.5 if there are unforeseen exceptional circumstances including a Force Majeure Event which affects our ability to deliver the Programme as expected.
- 13.12 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our Student Protection Plan.

14. CONSEQUENCES OF CHANGES TO PROGRAMME OR CLOSURE OF PROGRAMME

14.1 Changes to Programmes before Enrolment

- 14.2 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 Goldsmiths, 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:-
 - 14.2.1 terminate the Student Contract and/or withdraw your application for the Programme without any liability to us for tuition fees and with Goldsmiths issuing you with a full refund of any and all tuition fees (including any deposit you have paid); or
 - 14.2.2 transfer to another programme (if any) as may be offered by us for which you are qualified.

14.3 Changes to Programmes or closure of Programmes post Enrolment

14.3.1 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Clauses 13.8 and/or 13.11 above, Goldsmiths will take reasonable steps to minimise disruption to students (including where your Programme is closed and Goldsmiths is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new course: (i) at Goldsmiths for which you are qualified; or (ii) at an alternative higher education provider).

- 14.3.2 In the case of minor changes as reasonably determined by us (for example, changing optional modules (including the number available), 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.
- 14.3.3 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will consult with students where practicable 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 (including the number available), or changes which are to students' benefit will not normally be "substantial".
- 14.3.4 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).
- 14.3.5 If you agree to transfer to an alternative Programme as may be offered to you by Goldsmiths (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original Programme for which you applied which is no longer available to you.
- 14.3.6 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 Student Contract by completing the 'Change of Status' form. Further information about withdrawing from your Programme is available here: https://www.gold.ac.uk/students/processes/taking-an-absence-changing-leaving/withdrawal/. The effect of terminating your Student Contract is that you will not incur fees for the next or subsequent academic terms and may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances. We will act reasonably in making a determination as to whether a full or partial refund is due.
- 14.3.7 You should consider your options carefully before terminating your Student 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, and any impact there may be on funding received from the Student Loans Company.
- 14.3.8 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.

14.4 Our Right To Make Changes To Policies And Procedures

- 14.4.1 During your Programme, we may update and replace our Policies and Procedures from time to time in order to ensure that we operate efficiently for students and meet relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Policies and Procedures will be appropriately notified to you via email or the website. Such changes will not affect the content of your Programme and will normally come into effect at the start of the next academic year. Goldsmiths will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 14.4.2 The updated Policies and Procedures will be made available on Goldsmiths' website and may be publicised by other means so that students are made aware of any changes.

15. **COMPLAINTS**

15.1 We welcome feedback from you and recognise you may wish to raise issues of concern about the services provided.

- 15.2 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. For further details please see section 8 in our Admissions Policy 2025, and our Feedback, Appeals and Complaints (pre-enrolment) Policy.
- 15.3 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 https://www.gold.ac.uk/students/appealsandcomplaints/studentcomplaints/.
- 15.4 If, having followed the complaints process to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

16. TUITION AND ADDITIONAL FEES

- This Clause 16 does not generally apply to mobility students studying at Goldsmiths through partnership arrangements where Students pay their fees directly to the partner institution. Please contact the partner institution for further information. Where the partner institution fails to pay fees on your behalf, the sanctions listed in Clause 16.12.1 below may apply.
- You will be required to pay tuition fees for each year of your study with us. The amount of the tuition fees that you are required to pay are contained in your Offer and are generally available online https://www.gold.ac.uk/students/fee-support/tuition-fees/ and for Study Abroad online https://www.gold.ac.uk/studyabroad/costs/ (although this may not be the case for some students studying under partnership arrangements).
- Tuition fees are fees that are directly related to us providing you with tuition and learning support connected to your Programme.
- 16.4 If you have a complaint or concern about your fee status assessment, you must notify the admissions@gold.ac.uk prior to accepting your Offer so that they can review your assessment.
- In the event that we make changes to your Programme under Clause 13 or other parts of the Student Contract, the tuition fees that you are required to pay remain the same.

16.6 **Deposits**

- 16.6.1 Some International Students requiring a Student Visa may be required to pay a deposit. The amount of the deposit, and the date by which you must pay your deposit will be specified in your Offer. Your deposit will be deducted from the tuition fees that you are due to pay.
- 16.6.2 The deposit is non-refundable, unless you terminate your Contract within the Cancellation Period, or the terms in the CAS Deposit Refund Policy apply.
- 16.6.3 Study Abroad Students may need to make an advance fee payment if your home institution is not paying your tuition fees.

16.7 Pre-sessional students

If you are studying a pre-sessional course, you must pay all your tuition fees once you accept your Offer. Pre-Sessional students may also be required to pay a deposit. Further details will be set out in your Offer and are also available here.

16.8 Funding via the Student Loans Company

16.8.1 Where Goldsmiths is informed directly by the Student Loans Company of approved undergraduate loan funding the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to you and payable within 14 days from the date of our invoice.

- 16.8.2 It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.
- 16.8.3 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company you are responsible for making payments to Goldsmiths directly. It is possible to arrange for your tuition fee payments to be aligned with your loan disbursement dates.

16.9 Payment terms for self funded students and sponsored students

Details of the payment terms for self funded students and sponsored students are set out in the Tuition Fee Policy and Procedures.

16.10 Additional Costs

- 16.10.1 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 ("Additional Costs").
- 16.10.2 Additional Costs are your responsibility, and are not subject to these Terms. For example, printing costs and photocopying costs, travel costs, living expenses and text books / materials which relate to your Programme, field trips, resit fees etc. Additional Costs that will be incurred on your Programme, for example for compulsory field trips, will have been detailed in the Programme Specification.
- 16.10.3 In the event that you are required to re-sit any examinations or other forms of assessment, you will normally incur Additional Costs.

16.11 Tuition Fee Variations

- 16.11.1 Many programmes last several years, and Goldsmiths 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 Goldsmiths' facilities (for example, buildings, IT and library facilities) and inflation. Goldsmiths therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Clause 16.11.3 below).
- 16.11.2 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.
- 16.11.3 In any event, a tuition fee increase for:
 - (a) a current undergraduate Home student shall not exceed a 10% (ten percent) increase on the total Programme tuition fees set out in the Offer for the same Programme in question, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time; and
 - (b) a current postgraduate or International Student shall increase in accordance with the prevailing tuition fee rate for the Programme, subject at all times to the tuition fees not exceeding a 10% (ten percent) increase on the previous academic year's tuition fee for your Programme.
- 16.11.4 Where tuition fee increases are applied, Goldsmiths will aim to give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.

16.12 Non-Payment or late payment of tuition fees

16.12.1 If you do not pay your tuition fees in accordance with the payment terms set out in the Tuition Fee Policy and Procedures, or if your tuition fees are not paid on your behalf by a

third party, Goldsmiths will send a written notification requesting that payment is made within 14 days. If payment is not made by the date specified in the written notification one or more of the following may happen:-

- (a) you may be prohibited from sitting examinations/submitting coursework;
- (b) you may be prohibited from using library or computing facilities or services;
- (c) you may be prohibited from accessing online content and / or discussion forums;
- (d) you may be prohibited from attending classes;
- (e) your access to student records may be removed;
- (f) you may be suspended;
- (g) you may not be allowed to enrol;
- (h) you may not be allowed to graduate;
- (i) your results may be withheld; and/or
- (j) we may not issue your degree certificate.
- 16.12.2 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 Goldsmiths at our reasonable discretion.
- 16.12.3 A Student who is suspended under Clause 16.12.1 above may have their Goldsmiths registration cancelled after 14 days written notice if they have not paid all outstanding tuition fees due and owing to Goldsmiths. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 16.12.4 Students whose registration at Goldsmiths is cancelled under Clause 16.12.3 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Programme. Acceptance onto the Programme and accreditation of previous study will be subject to Goldsmiths' admissions requirements applicable at the time of re-application.
- 16.12.5 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 in accordance with Clause 11.7 and is required to pay the outstanding tuition fees within 14 days of the date of invoice.
- 16.12.6 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies, including charging interest on unpaid fees and recovering reasonable administration fees in respect of dishonoured cheques. Further details in relation to non-payment or late payment of tuition fees are set out in our Tuition Fee Policy and Procedures.

17. STUDENT OBLIGATIONS AND CONDUCT

- 17.1 You agree to:
 - 17.1.1 comply with these Terms;
 - 17.1.2 comply with the Policies and Procedures;

- 17.1.3 maintain and evidence an immigration status that entitles you to undertake your Programme; and
- 17.1.4 fulfil the requirements of your Programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.
- 17.2 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 Academic Manual.
- 17.3 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.
- 17.4 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.
- 17.5 If you are convicted of a criminal offence whilst you are enrolled as a student at the University, you must notify us as soon as possible.

18. DATA PROTECTION (HOW WE WILL USE YOUR PERSONAL DATA)

- We may contact your next of kin if we have any serious concerns about your wellbeing either during the application phase or once you have Enrolled with us. We will not normally notify you if we need to do this and will use the next of kin details provided to us by you.
- We hold information about all applicants and Students. This may include data that is known as personal data or special category data under the Data Protection Legislation. We will use the information from your application:
 - 18.2.1 to process your application, to collect feedback and to send you information about us and our events, such as open days; and
 - 18.2.2 if your application is successful then we will also use the information we hold 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.
- You can refer to the student Privacy Notice for more information about how we use and process your Personal Data, available at https://www.gold.ac.uk/data-protection/privacy-notices/students/.
- 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.

19. **TERMINATION**

- 19.1 Subject to us complying with the Policies and Procedures, we may terminate the Student Contract at any time with immediate effect by writing to you if:
 - 19.1.1 you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

- 19.1.2 you are in material breach of any of these Terms or any part of the Student Contract, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
- 19.1.3 you have failed to make sufficient academic progress in accordance with the Progression and Award for Students on Taught Programmes Policy (including, without limitation, in respect of your attendance or academic results);
- 19.1.4 it has been determined that you have failed your Programme;
- 19.1.5 you are no longer able to demonstrate that you have a valid immigration status, or you have not complied with the conditions of your visa required for you to carry out your studies, or we have been asked by UK Visas and Immigration, the Office for Students or any other government organisation to terminate your sponsorship, and/or, in Goldsmiths' reasonable opinion your acts or omissions could reasonably put Goldsmiths Student Visa Sponsor status at risk:
- 19.1.6 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;
- 19.1.7 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;
- 19.1.8 a Force Majeure Event prevents us from providing your Programme for longer than one term or six weeks (whichever is shorter); or
- 19.1.9 you do not pay your tuition fees or Additional Costs in accordance with Clause 13.
- 19.2 If your Student Contract has been terminated (for any reason):,
 - 19.2.1 you will no longer be entitled to attend lectures, classes or seminars, use Goldsmiths' facilities or services, submit assessments, take tests/examinations, or proceed to any degree or other award of Goldsmiths; and
 - 19.2.2 your tuition fee liability will be calculated in accordance with the table at Clause 11.7 and we will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. We will also 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.

20. LIMITS TO OUR LIABILITY

We will take all reasonable steps to ensure we can deliver the agreed educational services in accordance with the Student Contract.

20.1 Liability For Acts Outside Our Control

- 20.1.1 Goldsmiths will do all that it reasonably can to provide your Programme as described in the Programme Specification or other documents issued by Goldsmiths 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.
- 20.1.2 We shall not be held responsible for any failure to deliver educational services to you and will not be liable to you for loss and/or damage arising from circumstances or events that are outside of our reasonable control (a "Force Majeure Event"). Such circumstances or events may include: industrial action which it is not within the capacity of Goldsmiths to resolve; severe weather, fire, natural disaster, civil disorder, riot, terrorist attack or threat or terrorist attack, war (whether declared or not), political unrest, government restrictions, concern with regard to the transmission of serious illness, epidemics, pandemics, or failure of public utilities or transport systems.

- 20.1.3 Force Majeure Events are considered rare and we would normally expect such events to be short term. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Programme and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 20.1.4 If a Force Majeure Event results in the incomplete inability to deliver the Programme for a continued period of six weeks or more then you will be entitled to:
 - (a) defer your Programme, if you have not yet enrolled on to your Programme;
 - (b) interrupt your studies, if you are currently enrolled on your Programme; or
 - (c) transfer to another programme offered to you by Goldsmiths and if you transfer to such other programme as may be offered to you by Goldsmiths (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original course for which you applied and which is no longer available to you; or
 - (d) terminate your Student Contract with immediate effect. Please see the Interruption, Withdrawal and Reinstatement Procedures for further information.
- 20.1.5 If you decide to terminate the Student Contract in such circumstances, you:
 - (a) 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 depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due; and/or
 - (b) may be entitled to compensation and Goldsmiths will act reasonably in making such a determination.

20.2 Limitation of our liability to you

- 20.2.1 Nothing in these Terms will limit or exclude our liability:
 - (a) for death or personal injury arising from our own negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 20.2.2 We shall not be liable and expressly exclude liability for:
 - (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
 - (b) 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 Goldsmiths;
 - (c) financial or other consequential loss where such loss or damage is a result of theft, fire, or flood;
 - (d) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms, if such failure or delay is due to any event beyond our reasonable control; and

- (e) any losses which were not foreseeable to you and us when the Student Contract was formed and losses are foreseeable if they are an obvious consequence of Goldsmiths' breach of the Student Contract. Goldsmiths does not accept liability for loss of opportunity or loss of profit.
- 20.2.3 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 whilst on Goldsmiths premises.

21. INTELLECTUAL PROPERTY

Any intellectual property rights developed by you during your Programme are subject to our Intellectual Property Policy.

22. **GENERAL**

- On your first Enrolment, you will be allocated a Goldsmiths email account. All email communications from Goldsmiths will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your Goldsmiths email account regularly. Any communication sent to you, by us, to your Goldsmiths' email account will be regarded as properly sent and received by you.
- 22.2 If any part of the Student Contract is found to be unenforceable or void in whole or part by any court or other competent authority, the Student Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision. You cannot vary or amend the Student Contract without our consent.
- 22.3 If you breach these Terms and Goldsmiths chooses not to exercise any rights it may have against you as a result of that breach, Goldsmiths has not waived its entitlement to take action against you in the future in respect of any other breaches by you of these Terms.
- These Terms and the relationship between us is governed by English law and subject to the exclusive jurisdiction of the English Courts.