

Terms and Conditions of Offer 2019/0

Handbook of Student Regulations: In addition to any conditions stated, your offer is also subject to the terms and conditions set out in this document and the University's Handbook Of Student Regulations It important that you read these in advance of accepting your offer. Your attention is particularly drawn to the Student Enrolment Conditions at Section 2. The Handbook of Student Regulations is updated annually and the University may need to make changes to its rules, regulations, policies and academic standards for business efficiency, improvement, legal or compliance reasons which may affect you.

Where any change affects you, the University will use its reasonable endeavours to draw these to your attention. You will have the opportunity to read the Handbook of Student Regulations review any changes to rules and regulation prior to enrolling. By making this offer of a place at Northumbria University to you, we are initiating a contract for education services. If the offer is accepted by you, a contract has been made between yourself and Northumbria University. This means that we agree to reserve a place for you at the University for the Course specified in your offer and that we will allow you to enrol on this course if you meet our specified entrance requirements and any other conditions of enrolment as detailed in your offer letter. The Northumbria Admissions Policy can be found at www.northumbria.ac.uk/adpolicy.

Your offer: Your offer specifies information relating to the programme on which you have been offered a place, including the term dates, duration and tuition fees and is only valid for the intake stated. The offer has been issued on the basis of the information you provided and the University reserves the right to withdraw an offer or a Confirmation of Acceptance for Studies (CAS) if it is found that you have either provided false or misleading information or have omitted relevant information in your application.

Your fee status: Northumbria University regards you as an overseas student for fees purposes and your offer has been made to you on this basis. Places for UK and EU students are restricted and fill quickly and should your fees status change before you begin your course, it may not be possible to offer you a place as a home fee payer if there are none available.

Your data: At Northumbria we are strongly committed to protecting the privacy of personal data. To view the University's Privacy Notice please click here. If you applied to the University via an intermediary such as an agent or sponsor, the University will normally communicate with the intermediary regarding your admission. The University reserves the right to pass information about your admissions and enrolment status and about your programme attendance if appropriate.

Withdrawal, Suspension, and Interruption: If you wish to withdraw, suspend or otherwise discontinue your studies you must follow the relevant University procedures. For details of the fees payable in these circumstances please see the Finance Section. The University does not allow students to defer their place once they have arrived in the UK.

Disclaimer: The University cannot guarantee to provide the programmes and services described in offers and in its publicity material. In the very unlikely event that your course is cancelled the University will make all reasonable efforts to inform you in good time.

Progression: If your offer comprises more than one stage, level or year, progression from one level or year of your programme to the next is subject to your completing and passing the programme assessments for each level. If your offer includes a Pre-sessional English language programme you must attend the programme and obtain the relevant grades for progression to your target programme.

Late Arrival: Students should aim to arrive at the University in time to attend their enrolment and induction. Students who arrive late and miss these sessions may find settling into their studies more challenging. If you are unable to enrol by the date specified you should discuss this with the admissions team as soon as possible. Students will not be allowed to enrol after the last enrolment date and any student unable to enrol by this date should not travel to the UK.

Additional terms for courses involving a professional placement and/or access to children and vulnerable adults.

Please note that it will be clearly identified to you in your course information if your programme includes a professional placement and / or access to children or vulnerable adults. It is your responsibility to ensure that

you comply with any additional terms of your offer in advance of the start of your programme. Failure to do so could prevent you from enrolling on the programme.

DBS Enhanced Disclosure/Police Clearance: If your course has a DBS requirement you will need to provide a satisfactory Police Clearance Check from your home country before we will issue a CAS. You will then need to undertake a DBS check when you are in the UK. If you need a DBS check this will be stated in your offer conditions, along with the information you are required to provide. If you do not pass the DBS check you will be removed from the course and your CAS will be revoked. We will ask you to submit a disclosure request with the DBS which must satisfy clearance requirements. Further details will be sent to you by the DBS Team who will carry out the check on your behalf. It is your responsibility to submit your application in good time to ensure your clearance is received prior to registration for your course. For further details on the DBS Policy at the University please visit https://www.northumbria.ac.uk/about-us/university-services/academic-registry/registry-records-andreturns/dbs-policy-and-procedures/dbs-information-for-students-and-applicants/

Occupational Health Clearance: You will need occupational health clearance prior to registering for your course. The Occupational Health Team at the University will contact you once you have accepted your place and provide you with further information on how to meet this condition. For healthcare courses you will be required to undertake a series of vaccinations to enable you to be fit for placement. It is your responsibility to ensure you attend relevant appointments to ensure you are clear prior to your first placement date.

Self-Declaration form: You will need to meet suitability and character requirements of the regulatory body that approves your programme of study. If you accept your offer, we will send you a self-declaration form that you will need to complete and return. In a small number of cases applicants may be required to attend a fitness to practice panel to determine suitability for training.

Immigration and Compliance

As a Sponsor of Tier 4 (General) Student Visas, the university has a duty to fulfil certain record keeping duties including keeping copies of your current passport and visas, recording your contact details; passing information on your admissions, enrolment and attendance to UKVI. We also reserve the right to contact UKVI to seek information on your immigration history where necessary. The university is also required to monitor the attendance of all students and where attendance is deemed unsatisfactory, is obliged to report this to UKVI and other UK bodies.

Your Visa and Immigration Responsibilities: It is your responsibility to ensure you obtain the appropriate immigration permission/ entry clearance that allows you to study. It is your responsibility to comply with the terms of your visa and important that you do not breach any of the conditions attached to your permission to study here. If and when you need to renew your student visa, it is essential that you do so as early as possible in advance of the expiry date of your current visa.

You must present at enrolment a valid passport and a Tier 4 (General) student visa bearing Northumbria University's Sponsor Licence Number, or another type of visa which is recognised by the UKVI as valid for study in the UK at enrolment. If you do not have a valid visa you will not be allowed to enrol continue with your studies. It is your responsibility to cover all costs associated with any of the above visa applications and you must ensure that you have the appropriate valid visa throughout your studies.

If you renew or change your visa at any time during your studies, we will require you to provide us with your new visa details. The University is also required to monitor the attendance of all students and where attendance is deemed unsatisfactory, is obliged to report this to UKVI and other UK bodies. (By attendance we mean attending lectures, seminars, group work sessions, placements, compulsory field trips, meetings with supervisors and all other relevant course activities).

If you do not comply with the conditions of your visa, for example if you do not enrol at the University by the last permitted enrolment date; if you withdraw; are withdrawn from your studies; interrupt your studies; are excluded for non-payment of fees; if you fail and are not permitted to repeat or if you do not attend your programme, the University will inform these bodies. It is your responsibility to ensure that you understand the implications for your visa in relation to any of the above. If you are uncertain about your status, for instance if you cannot attend because of illness, then you must seek immediate advice from the Student Support and Wellbeing Service.

Your CAS (Tier 4 Applicants): You should allow enough time for your visa to be processed, as we cannot guarantee at peak times to issue CAS at short notice. We recommend requesting a CAS no later than 3

weeks before your start date. When you receive your CAS you should check that all the details in your CAS are correct <u>before</u> you apply for your visa and you must inform the University if you believe any details are incorrect. The University cannot accept responsibility for entry clearance decisions arising from the information we have provided to UKVI regarding your CAS. Full details of all Your Responsibilities of studying on a Tier 4 Visa, and those of Northumbria can be found in our <u>Tier 4 Responsibilities and Sponsorship Duties</u>. You must comply with these responsibilities.

You must ensure that you have held the correct amount of funds in your bank account for 28 days when you apply for your visa in line with the immigration maintenance rules, if you are applying for a Tier 4 Visa. Failure to do so could result in your visa being refused and jeopardise your chances of joining your programme.

Students who wish to defer their offer for entry to a later intake should do so before using their CAS (if one has been issued) and should request a new CAS for their deferred course. Any CAS which has been used after a student has decided to defer will be withdrawn if the visa has not yet been granted. In cases where the visa has already been issued, UKVI will be notified and the visa will be curtailed. If your visa is curtailed you will not be able to travel to the UK on the visa as it will no longer be valid.

Joint CAS: If you are studying Pre sessional English at Northumbria, we may in some cases be able to offer you a Joint CAS to cover both your Pre sessional and Target degree programmes. You will normally be required to hold an Unconditional Offer for your target programme and have provided a SELT (Secure English Language Test) which demonstrates you hold a minimum of B2 in each component of the SELT. In certain circumstances we may be able to offer you a joint CAS if you have one or two elements of your SELT at B1 level. In these cases you must achieve B2 or above in all components of the Pre Sessional Programme examinations. Failure to achieve B2 level in all components means that you will not be able to enrol onto your target programme and would be required to undertake further Pre sessional English at Northumbria or return home.

Finance

DEPOSIT: International students are required to pay a non-refundable deposit of £5500. The deposit allows students holding an unconditional offer and meeting all other requirements to secure their place and receive a CAS for visa purposes and is payable in advance of enrolment and visa application.

The deposit should be paid as early as possible to allow enough time for your CAS to be issued prior to your visa application. If your deposit payment is not honoured by your bank after we have issued your CAS, the CAS will be cancelled or withdrawn until such times as a new deposit payment is made and cleared. In this situation any further payments should be made by an alternative method to that which was used for the original payment.

You should ideally pay your deposit in one single payment and deposits paid by credit card will be accepted in no more than two separate payments. We cannot guarantee that any subsequent payments can be added to the details in your CAS once it has been issued so you should obtain a receipt.

Please refer to the Tuition Fee and Deposit Refund section for details of when a Deposit is refundable.

DEPOSIT EXEMPTIONS: You will <u>not</u> be required to pay a deposit if:

- You are receiving US or Canadian Federal Loans to cover payment for your tuition fees: or,
- Your tuition fees are paid by a Sponsor which is recognised by the University.
- You are Norwegian and receiving SONOR funding

TUTION FEES: Tuition fees for your programme(s) are stated in your offer letter.

CANCELLATION AND REFUNDS: You may cancel your place on the course/programme within 14 days of acceptance of your offer. If you cancel within this time period you will be entitled to a **full refund** of any payments already made. If you cancel outside of the 14 days any deposit payments made are final and non-refundable except in any of the circumstances listed below. To cancel your place on the course please complete the cancellation form at www.northumbria.ac.uk/cancellation, alternatively there is a copy of the form attached to this document; please complete and return to us as per the instructions on the form. If you have any questions on this or wish to cancel your offer by telephone please us on 0191 40 60 901. **Please note:** this form is only to be completed if you wish to

cancel your acceptance to a course *after* accepting and making payments – please do not complete if you are simply declining our offer.

PAYING YOUR FEES

Paying Fees on Time: If you are unable to pay your fees by the due date, unfortunately you will be excluded from the University and the University will obliged to report your non-attendance to UKVI. However, the University's aim is to allow students to undertake their studies without any unnecessary disruption. If you are concerned that you may have problems paying by the due date, please do not leave it until this date but contact our Finance Department for advice as early as possible.

Payments restrictions from countries with Economic Sanctions: Due to economic sanctions the University has restrictions on receiving payments from the following countries:

- <u>Iran and North Korea</u> the University is unable to accept direct or indirect financial transactions into our university bank account any payments will be declined/returned.
- Cuba, Sudan, South Sudan, Syria and Crimea the University is unable to accept financial transactions into our university bank account from the above countries without prior notification to the University. If you are planning on making a direct/indirect payment from one of the above countries, it is essential you inform the University prior to making the payment to avoid them being declined or returned. We will contact you to let you know once the payment can be made, so you do not encounter any problems.

Handbook of Student Regulations In addition to this information please also refer to the Credit Control and Debt Management Policy in Northumbria University's Handbook of Student Regulations.

Payment Terms for all programmes except Pre-sessional English a minimum of £5500 or 50% of the annual tuition fee (whichever is higher) is due on enrolment - minus any fees or deposit you have already paid for the programme in advance. Final Instalment (all programmes except Pre-sessional English)

- For entry to Semester 1 the remaining fees for your programme should be paid by 1 Dec
- For entry to Semester 2 the remaining fees for your programme should be paid by 1 April

Payment Terms – Pre-sessional English Programmes: Tuition fees for these Programmes are payable in full for each semester before or on enrolment. This payment is made in addition to the £5500 deposit for your academic programme. Any remainder of the deposit will be used as part payment of your tuition fees for your academic programme.

Withdrawing from your course: If you withdraw between four weeks after the start date of your programme and the end of your first semester a minimum of 50% of your tuition fees for the academic year are payable by you. In addition, please note the section "Deposit Conditions" below. If you withdraw after the end of your first semester, the full fees for the academic year are due.

Late Payment: If you are unable to pay your fees by the due date, unfortunately you will be excluded from the University permanently and will not be allowed to re-join the programme even if your fees are paid in full at a later date. The University will be obliged to report you to the UKVI for nonattendance and sponsorship may be withdrawn. However, the University's aim is to allow students to undertake their studies without any unnecessary disruption. If you are concerned that you may have problems paying by the due date, please contact our Finance Department for advice as soon as possible before the deadline.

Joining a later intake: If you are unable to join the University in the expected intake but are accepted for a subsequent intake your deposit and any additional payment of tuition fees you have made for the academic year will be carried over to the relevant intake and credited against your tuition fees.

Sponsored Students: If you have arranged for your fees to be paid in whole or in part by a recognised governmental or commercial sponsor you must provide proof of the sponsorship on or before enrolment to the University's Finance Department. In the event of a sponsor defaulting on payment it is your responsibility to pay the fees. In such a case you would be advised in writing that the liability had passed to you. If your

financial sponsor is not recognised by the University, they will be required to pay your deposit before the University will issue any CAS.

TUITION FEE AND DEPOSIT REFUNDS

Tuition Fee Refund Policy: If you withdraw between four weeks after the start date of your programme and the end of your first semester a minimum of 50% of your tuition fees for the academic year are payable by you. If you withdraw after the end of your first semester, the full fees for the academic year are due.

Deposit Refunds: Once you have paid your £5500 deposit it is **non-refundable and non-transferable** (outside of 14 days from acceptance) except if you are unable to join your course due to any of the following circumstances:

- in the unlikely event that your programme is cancelled; or
- you apply in good time for your visa but it is granted too late for you to join your course (in this instance we would need proof of when your visa application was made and when it was granted)
- if you apply for a UK visa with your Northumbria CAS and your visa application is refused*; or
- if you do not meet the conditions of your offer; or
- If you have serious personal extenuating circumstances which prevent you from studying overseas, e.g. in a serious case of illness.

*if your visa is refused, we will require you to provide your notification of refusal. Please note we will not refund a deposit or any additional fees paid in the case of visa refusals which were made on the basis of fraudulent documents, incorrect information, or if you have breached immigration regulations. Refunds are at the University's discretion and will only be given where the University is satisfied that there is evidence of serious personal extenuating circumstances.

Requesting a Deposit or Fee Refund: In any of the above circumstances, subject to the University's agreement, you would receive a full refund of the deposit amount and of any additional tuition fees you had paid in advance for the academic year. To request a refund in any of the above circumstances you would need to complete a Refund Form, attach the required documents and send it to the University Office from which you received your offer. If you are still within 14 days of accepting your offer you must complete and the cancellation form above.

Circumstances where a deposit will not be refunded: In all other circumstances, including in the following situations, no refund of the £5500 deposit will be made:

- If you do not apply for a visa to study at Northumbria University;
- If you decide to study at another institution in the UK or in another country;
- If you decide not to study overseas.

However, in the three situations outlined above, you would receive a refund of any tuition fees you had paid in advance for the academic year which were in addition to the £5500 deposit.

Refund of Overpayments: If you overpay your tuition or accommodation fees for the year any refund due will be processed. Any refund due would be paid to the original account from which it was received. Please also note that the University cannot disburse other payments such as living expenses to students

Paying your fees: If you wish to pay by debit card please go to the Pay Online link on the University's home page http://northumbria.ac.uk/sd/central/finance/epayments/. You will receive an e-mail acknowledgement containing an Order Number. When you send your Deposit Payment Form (see below) please include the order number on the form and your applicant reference number.

Scholarships: If you have been awarded a scholarship it will be indicated in your unconditional offer letter. If you withdraw part-way through the academic year your scholarship discount will be applied pro-rata to the amount of fees you owe. Please note: as scholarships do not apply to sponsored students, students who secure sponsorship after an offer of a scholarship has been made, will no longer be eligible to receive it.

Failure to enrol at Northumbria University: If you have obtained a Tier 4 (General) student visa using a Northumbria University CAS, but you <u>do not</u> enrol at the University in the semester for which your offer is valid, or if you enrol at the University and subsequently withdraw from your programme at any time, the deposit and any additional fees you have paid in advance are both non-refundable and non-transferable. The

only partial exceptions to this regulation are the two following situations, in which the deposit amount is still non-refundable and non-transferable, but any additional prepayment you have made, less any additional fees which are due at the time of withdrawal, would be refunded or transferred as indicated below:

- Transfer to another Tier 4 registered University: If you transfer to another UK university which is
 a registered Tier 4 Educational Sponsor for the start of the same semester, any partial refund due
 will be transferred to the university concerned, once Northumbria has received evidence from that
 university that it is acting as your Tier 4 sponsor. No transfer of funds will be made if you transfer to
 any other type of institution.
- Withdrawal to return home: If unforeseen personal extenuating circumstances force you to return
 to your home country and you withdraw from the University, any partial refund due will be paid
 once you have provided satisfactory evidence as requested by the University of your
 circumstances as well as satisfactory evidence that you have returned to your home country and
 intend to remain there for at least the duration of your UK student visa.

<u>Insurance</u>

Insurance to cover loss of deposits, fees, medical costs and/or life insurance: Even if you are entitled to free treatment from the National Health Service (NHS) whilst you are in the UK, it is your responsibility to take out insurance which covers all other medical-related costs as well as insurance to cover any loss of fees. An insurance policy may cover, for example:

- lost fees if you are unable to complete your course;
- costs of returning home if a relative is ill;
- costs of a relative visiting you in the UK if you fall ill;
- cost of private healthcare, if you decide not to wait for NHS treatment (sometimes waiting lists for NHS treatment can be long, and may take several months or more);
- cost of returning to your home country for treatment;
- Or, in the worst possible situation, returning a body home for burial or cremation.

If you do not have your own insurance to cover costs such as these, then you or your family will be liable for covering such costs. Also, if you require any form of life insurance (a policy which pays out in the event of your death or, in some cases, critical illness), then it is also your responsibility to arrange this with an insurance provider. There is no medical insurance or life insurance automatically provided to students at Northumbria or included in your tuition fees. When choosing an insurance policy, please ensure that the insurance policy that you choose specifically covers international students living in the UK. If you have a partner or children living with you whilst you are in the UK, you may wish, and it is your responsibility, to ensure that these people are also covered by any medical or life insurance policy.