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**STUDENT TERMS AND CONDITIONS FOR  
GOLDSMITHS ONLINE (GOAL) STUDENTS**  
relating to 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' online Programmes delivered via Goldsmiths Online (GOAL).
- 1.3 These Terms apply to Goldsmiths Online (GOAL) Students commencing study during 2026 academic year.

## 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 Goldsmiths Online (GOAL));
  - 2.1.7 the Admissions Policy and Procedures;
  - 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 many of the above documents also apply to Goldsmiths on-campus students and only specific sections or annexes may apply to Goldsmiths Online (GOAL) Students. Please ensure you read the correct sections of these documents.
- 2.3 The documents as noted in Clauses 2.1.3 and 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 Clauses 2.1.3 and 2.1.9 (inclusive) above.
- 2.4 As a Goldsmiths Online (GOAL) Student you agree to be bound by the Policies and Procedures when you accept your Offer.
- 2.5 Enrolment takes place online. During Enrolment you will be asked to agree to accept all of the Policies and Procedures.
- 2.6 If you have any questions or require further information about your Offer, including your Student Contract, please contact a Student Coordinator by email at [onlinesupport@gold.ac.uk](mailto:onlinesupport@gold.ac.uk).

### 3. 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:

<b>"Additional Costs"</b>	has the meaning set out in Clause 15.5.
<b>"Enrolment"</b>	means the process when you are admitted to a Programme by Goldsmiths and officially become a Goldsmiths Online (GOAL) Student. The term <b>"Enrol"</b> shall be construed accordingly.
<b>"Force Majeure Event"</b>	has the meaning set out in Clause 19.1.2.
<b>"Goldsmiths"</b>	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.
<b>"Goldsmiths Online (GOAL)"</b>	the platform and system for delivery of Goldsmiths Online (GOAL) fully asynchronous, online Programmes with all learning materials hosted on the Goldsmiths VLE. Please note this does not currently include: any pre-sessional English courses delivered by Goldsmiths' Centre for Academic Learning and Literacy (CALL); courses or programmes delivered in conjunction with the University of London; or the MA Understanding Domestic Violence and Sexual Abuse (Distance Learning).
<b>"Goldsmiths Online (GOAL) Student(s)"</b>	means a student enrolled on or intending to enrol on a Programme via Goldsmiths Online (GOAL).
<b>"Offer"</b>	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.
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of these Terms includes Sensitive Personal Data.
<b>"Policies and Procedures"</b>	means our rules, policies, procedures and other regulations in force from time to time that are relevant to your Programme and that are made available to you on our website at: <a href="https://www.gold.ac.uk/governance/policies/student-policies/">https://www.gold.ac.uk/governance/policies/student-policies/</a> or otherwise provided to you.
<b>"Programme"</b>	means your course of study specified in your Offer to be delivered through Goldsmiths Online (GOAL).
<b>"Programme Specification"</b>	means subject to these Terms and Conditions, the description of the Programme set out on Goldsmiths Online (GOAL) as at the date you accept your Offer.
<b>"Sensitive Personal Data"</b>	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.
<b>"Student Contract"</b>	means the contract that governs the relationship between Students and the University. This consists of the documents listed at Clauses 2.1 at the beginning of these Terms.

<b>"Student Coordinator"</b>	means a Goldsmiths representative supporting Goldsmiths Online (GOAL) Students, available by emailing:  for recruitment support: <a href="mailto:onlineadmissions@gold.ac.uk">onlineadmissions@gold.ac.uk</a>  for enrolment support: <a href="mailto:onlineenrolment@gold.ac.uk">onlineenrolment@gold.ac.uk</a>  for all other support: <a href="mailto:onlinesupport@gold.ac.uk">onlinesupport@gold.ac.uk</a>
<b>"Terms"</b>	means these terms and conditions.
<b>"we / us / our"</b>	means Goldsmiths.
<b>"you/your"</b>	means a prospective or enrolled Goldsmiths Online (GOAL) Student.

#### 4. **STUDENT CONTRACT**

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 the Policies and Procedures 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 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 in your country or territory; 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 8.1.4, 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 our 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 the level of tuition fees you are required to pay for the Programme.
- 6.4 To accept an Offer follow the instructions in the Offer letter. If there is a deadline to accept your Offer it is usually included in your Offer letter or email.
- 6.5 At the point you accept your Offer, you are entering into the Student Contract.

6.6 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.

#### 6.7 **Conditional Offers**

6.7.1 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.

6.7.2 If you have not fulfilled the conditions of your Offer before the start of the first module of your Programme 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 with Goldsmiths Online (GOAL) even if you are unable to meet the conditions at that point.

6.7.3 If your first language is not English, you will need to meet our English language requirements to study with us notified to you in the Programme Specification.

#### 6.8 **Unconditional Offers**

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.

### **INTERNATIONAL STUDENTS AND VISAS**

6.9 Goldsmiths Online (GOAL) Students are not required to hold a UK visa to study on GOAL Programmes, as these courses are delivered fully online.

6.10 Please note that applying for or enrolling with Goldsmiths Online (GOAL) does not offer or provide any entitlement to a UK visa (whether a Student visa or otherwise) or right to enter the UK, either alone or with dependants)

6.11 As GOAL Programmes are delivered fully online, Goldsmiths does not provide visa support or documentation for UK visit visas to Goldsmiths Online (GOAL) Students. Any student who chooses to travel to the UK for personal reasons must ensure they meet the relevant UK immigration requirements and apply independently – see: <https://www.gov.uk/standard-visitor>

6.12 As part of the enrolment process, Goldsmiths will check that any student studying in the UK has immigration permission to do so for the full duration of their studies and continued registration on the Programme. Students are responsible for ensuring their permission remains valid for the entire period of study, including applying to extend their visa if required.

### **7. DISABLED APPLICANTS AND STUDENTS**

7.1 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.

7.2 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](mailto:disability@gold.ac.uk) for more information.

## 8. **WITHDRAWING YOUR OFFER**

8.1 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:

- 8.1.1 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;
- 8.1.2 if we become aware of information that may impact on your suitability for the Programme, such as you having a criminal record;
- 8.1.3 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;
- 8.1.4 if you declare, or we discover, that you have a criminal record that suggests there is a significant risk to us 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); or
- 8.1.5 if we discover that you have provided false, fraudulent, misleading or incomplete information on your application.

8.2 You must pay your tuition fees in accordance with the payment schedule set out in the Tuition Fee Policy and Procedures to continue to study on your Programme.

## 9. **DEFERRALS**

Further information in relation to deferrals before you enrol on your Programme is available in the Admissions Policy and Procedures, and information in relation to deferrals after Enrolment is set out below.

## 10. **YOUR RIGHT TO CANCEL**

### **Your right to cancel before Enrolment**

- 10.1 If you change your mind about joining us, you have the statutory right to cancel your acceptance within 14 days of the day that you accept your Offer (the "Cancellation Period") by emailing [onlineadmissions@gold.ac.uk](mailto:onlineadmissions@gold.ac.uk) or by using the model cancellation form available at [www.gold.ac.uk/right-to-cancel](http://www.gold.ac.uk/right-to-cancel). Find out more about your rights to cancel online at [www.gold.ac.uk/right-to-cancel](http://www.gold.ac.uk/right-to-cancel).
- 10.2 If you cancel your acceptance during the Cancellation Period, any tuition fee payments already made to us are refunded to you in full.
- 10.3 If your Programme is due to begin within the Cancellation Period 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 Clauses 10.6-10.9 below.
- 10.4 In addition to the right you may have to cancel during the Cancellation Period, if you change your mind about joining us you can cancel your offer at any time prior to completing online enrolment by emailing [onlineadmissions@gold.ac.uk](mailto:onlineadmissions@gold.ac.uk).
- 10.5 If you cancel your acceptance prior to completing online enrolment, any tuition fee payments already made are refunded to you in full.

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

- 10.6 If you have enrolled online you can withdraw from the Programme up to 7 days after the start of the first module of your Programme and receive a full refund of fees. To formally withdraw you must contact [onlineadmissions@gold.ac.uk](mailto:onlineadmissions@gold.ac.uk). 10.6
- 10.7 Withdrawal requests must be submitted to a Student Coordinator by email at [onlinesupport@gold.ac.uk](mailto:onlinesupport@gold.ac.uk) before day 7 of the module. Students are liable only for modules they remain enrolled in beyond day 7.
- 10.8 Failure to access the online learning environment or engage with course content does not constitute withdrawal and does not exempt a student from fee liability after the 7-day period.
- 10.9 If you withdraw from your Programme more than 7 days after the start of the first module of your Programme you will remain liable for fees:

10.9.1 For payments by module:

<u>Withdrawal Date</u>	<u>Tuition Fee Due</u>
Within 7 days of module start	Full refund
After 7 days of module start	100% charge - No refund

10.6.2 For payments for the Programme in full:

<u>Withdrawal Date</u>	<u>Tuition Fee Due</u>
Within 7 days of next module start	Refund of the next module and all subsequent modules
After 7 days of module start	Refund of subsequent modules

- 10.10 Any reimbursements will be made 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. **OUR OBLIGATIONS**

- 11.1 We will use all reasonable efforts to deliver your Programme in line with your Offer, and the Policies and Procedures.
- 11.2 Your Programme will be delivered exclusively online using distance learning methods.

## 12. **CHANGES TO YOUR PROGRAMME**

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

If you wish to make a change to the Programme you have applied for, please contact your Student Recruitment Co-ordinator by emailing [onlineadmissions@gold.ac.uk](mailto:onlineadmissions@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.

## 12.2 Your right to make changes post Enrolment

If you wish to change your Programme after you have Enrolled to another Programme in the institution then you will need to contact [onlineadmissions@gold.ac.uk](mailto:onlineadmissions@gold.ac.uk).

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

- 12.2.1 It may be necessary for us to make changes to these Terms from time to time. Where changes are made, we will notify students of any changes to these Terms as soon as reasonably practicable either directly via email or via our webpages.
- 12.2.2 Once you have accepted your Offer, we aim to deliver educational services in relation to your Programme in accordance with the Student Contract.
- 12.2.3 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):
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how we are required to operate because of changes to a professional body's requirements, or other laws/regulations;
  - (c) where a member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
  - (d) where we decide 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
  - (e) 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.
- 12.2.4 We are 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 us, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by us.

## 12.3 Programme closure

- 12.3.1 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):
- (a) 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;
  - (b) the government requires changes to be made;
  - (c) if there are insufficient numbers expected on a specific Programme, which could impact on your academic and student experience;
  - (d) for technical or operational reasons (including academic, or financial reasons); and/or

- (e) if there are unforeseen exceptional circumstances including a Force Majeure Event which affects our ability to deliver the Programme as expected.

12.3.2 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with our Student Protection Plan.

### 13. CONSEQUENCES OF CHANGES TO PROGRAMME OR CLOSURE OF PROGRAMME

#### 13.1 Changes to Programmes before Enrolment

13.1.1 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, 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:

- (a) terminate the Student Contract and/or withdraw your application for the Programme without any liability to us for tuition fees and with a full refund of any and all tuition fees already paid; or
- (b) transfer to another Programme (if any) as may be offered by us for which you are qualified.

#### 13.2 Changes to Programmes or closure of Programmes post Enrolment

13.2.1 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Clauses 12.2.3 and/or 12.3.1 above, we will take reasonable steps to minimise disruption to students (including where your Programme is closed and we are unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new course: (i) through Goldsmiths for which you are qualified; or (ii) through an alternative higher education provider).

13.2.2 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.

13.2.3 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".

13.2.4 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).

13.2.5 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.

13.2.6 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 contacting [onlinesupport@gold.ac.uk](mailto:onlinesupport@gold.ac.uk). By withdrawing from the Programme you will not incur fees from

the next scheduled payment point onwards. 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.

- 13.2.7 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.

### 13.3 **Our Right To Make Changes To Policies and Procedures**

13.3.1 During your Programme, we may update and replace the 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 Policies and Procedures will be appropriately notified to you via email or the website. Such changes will not affect the content of your Programme. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.

13.3.2 Updated Policies and Procedures will be made available on the Goldsmiths website and may be publicised by other means so that students are made aware of any changes.

## 14. **COMPLAINTS**

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

14.2 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 and Procedures, and our Feedback, Appeals and Complaints (pre-enrolment) Policy.

14.3 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/>.

14.4 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.

## 15. **TUITION AND ADDITIONAL FEES**

15.1 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 Tuition fees will or may include:

15.1.1 fees that are directly related to us providing you with tuition and learning support connected to your Programme; and

15.1.2 where permitted by law, any levies, taxes, or similar financial charges (“**Levies**”) introduced by the UK Government that apply to tuition fees, in accordance with Clause **Error! Reference source not found.** Please note that where any Levies are known at the time an Offer is made and are to be charged to you, the applicable amount will be clearly stated in your Offer.

15.2 In the event that we make changes to your Programme under Clause 12 or other parts of the Student Contract, the tuition fees that you are required to pay remain the same.

### 15.3 **Funding via the Student Finance**

15.3.1 Where Goldsmiths is informed directly by the Student Finance 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.

15.3.2 It is your responsibility to ensure that you apply to Student Finance for undergraduate funding on an annual basis.

**15.4 If you receive postgraduate or doctoral loan funding directly from Student Finance you are responsible for making payments to Goldsmiths directly. 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.

**15.5 Additional Costs**

15.5.1 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").

15.5.2 Additional Costs are your responsibility, and are not subject to these Terms. For example, text books / materials which relate to your Programme etc. Additional Costs that will be incurred on your Programme, for example for compulsory field trips, will have been detailed in the Programme Specification.

15.5.3 In the event that you are required to re-sit any examinations or other forms of assessment, you will normally incur Additional Costs.

**15.6 Tuition Fee Variations**

15.6.1 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 15.6.2 below).

15.6.2 In any event, tuition fees may increase yearly 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.

15.6.3 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.

**15.7 Non-Payment or late payment of tuition fees**

15.7.1 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 services;
- (c) you may be prohibited from accessing online content and / or discussion forums;
- (d) your access to student records may be removed;

- (e) you may be suspended;
- (f) you may not be allowed to enrol;
- (g) you may not be allowed to graduate;
- (h) your results may be withheld; and/or
- (i) we may not issue your degree certificate.

15.7.2 If you are suspended from participation on your Programme, you may be excluded from accessing any learning materials, using our services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of Goldsmiths at our reasonable discretion.

15.7.3 A Student who is suspended under Clause 15.7.1 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.

15.7.4 Students whose registration at Goldsmiths is cancelled under Clause 15.7.3 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. **STUDENT OBLIGATIONS AND CONDUCT**

16.1 You agree to:

16.1.1 comply with these Terms;

16.1.2 comply with the Policies and Procedures; and

16.1.3 fulfil the requirements of your Programme, including but not limited to, submission of coursework and other assignments, sitting of examinations, completion of online assessments, attendance at online lectures, seminars and classes, and any such other teaching forums provided by us.

16.2 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.

16.3 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.

16.4 If your behaviour during the admissions process 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 the Policies and Procedures.

16.5 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.

## 17. **DATA PROTECTION (HOW WE WILL USE YOUR PERSONAL DATA)**

17.1 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.

- 17.2 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:
- 17.2.1 to process your application, to collect feedback and to send you information about us and our events, such as open days; and
  - 17.2.2 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.
- 17.3 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-notice/students/>.
- 17.4 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.
18. **TERMINATION**
- 18.1 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:
- 18.1.1 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);
  - 18.1.2 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;
  - 18.1.3 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);
  - 18.1.4 it has been determined that you have failed your Programme;
  - 18.1.5 in Goldsmiths' reasonable opinion your acts or omissions have breached UK immigration laws or regulations or could put Goldsmiths Student Visa Sponsor status at risk;
  - 18.1.6 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;
  - 18.1.7 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;
  - 18.1.8 a Force Majeure Event prevents us from providing your Programme for longer than one term or six weeks (whichever is shorter); or
  - 18.1.9 you do not pay your tuition fees or Additional Costs in accordance with Clause 15 **Error! Reference source not found..**

- 18.2 If your Student Contract has been terminated (for any reason):
- 18.2.1 you will no longer be entitled to use Goldsmiths' services, submit assessments, take tests/examinations, or proceed to any degree or other award of Goldsmiths; and
  - 18.2.2 your tuition fee liability will be calculated in accordance with the table at Clause 10.6 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.

## 19. **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.

### 19.1 **Liability For Acts Outside Our Control**

- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 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.

## 19.2 **Limitation of our liability to you**

19.2.1 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.

19.2.2 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.

19.2.3 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.

## 20. **INTELLECTUAL PROPERTY**

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

## 21. **GENERAL**

21.1 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.

21.2 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.

21.3 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.

21.4 These Terms and the relationship between us is governed by English law and subject to the exclusive jurisdiction of the English Courts.